



AND



**REQUEST FOR PROPOSALS
INTEGRATED FINANCIAL SYSTEMS TECHNOLOGY SOLUTIONS
RFP NUMBER 08-07**

**RELEASE DATE: AUGUST 26, 2008
BIDDERS' CONFERENCE: SEPTEMBER 3, 2008, FROM 1:00 TO 4:00 PM ET
DEADLINE FOR INQUIRIES: SEPTEMBER 8, 2008, BY 3:00 PM ET
DEADLINE FOR SUBMISSION: SEPTEMBER 26, 2008, BY 3:00 PM ET**

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**INDIANA PUBLIC EMPLOYEES' RETIREMENT FUND &
INDIANA STATE TEACHERS' RETIREMENT FUND
INTEGRATED FINANCIAL SYSTEMS TECHNOLOGY SOLUTIONS
RFP NUMBER: 08-07**

**SECTION ONE
GENERAL INFORMATION**

1.1 INTRODUCTION

The Indiana Public Employees' Retirement Fund (PERF) and the Indiana State Teachers' Retirement Fund (TRF) are independent, non-profit, quasi-state organizations that were established by legislation to manage the retirement funds of certain public employees throughout the state of Indiana. PERF and TRF desire to jointly leverage an integrated Finance/Accounting, Employer Reporting and Maintenance, Reconciliation, and Human Resource Information System solution. Technology solutions utilized by PERF and TRF are currently supported by the Indiana Office of Technology (IOT).

Indiana Public Employees' Retirement Fund

The Public Employees' Retirement Fund (PERF) was created on July 1, 1945, to provide secure, long-term pension benefits for Indiana residents who chose careers in public service. Since that time, smaller funds have been created and are now included under the original administrative umbrella. PERF is now a retirement system of six separately managed retirement plans:

- Indiana Public Employees' Retirement Fund (PERF Fund)
- Judges' Retirement System (JU Fund)
- State Excise Police, Gaming Agent, Gaming Control Officer & Conservation Enforcement Officers' Retirement Plan (EGC Fund)
- 1977 Police Officers' and Firefighters' Pension and Disability Fund (77 Fund)
- Prosecuting Attorneys' Retirement Fund (PA Fund)
- Legislators' Retirement System (LE Fund)

PERF also administers three other funds: two special death benefit funds for public safety officers and state employees who die in the line of duty; and a pension relief fund, to address the unfunded pension obligations of the police officers' and firefighters' pension systems of the units of local government.

PERF is responsible for receiving contributions from Employers and Members, investing those funds in a prudent manner, and paying benefits to qualifying Members of the six plans. The clientele base consists of 156,300 active Members and 80,000 benefit recipients (retirees or their survivors). Services offered are fairly uniform across each of the six funds, with certain exceptions based on the provisions that govern the specific plan.

PERF and the 77 Fund are both multiple-Employer retirement plans with approximately 1,250 and 250 participating Employers, respectively. All other plans administered by PERF are plans sponsored by a single Employer: the state of Indiana.

PERF retirement benefits are based on creditable service and consist of a defined benefit pension plus an Annuity Savings Account (ASA). The defined benefit pension is a lifetime monthly retirement benefit funded by Employers. The ASA is an individual account funded by a 3% mandatory contribution from either the Member or Employer. Members may also choose to make voluntary pre- and/or post-tax contributions to the ASA.

For additional information regarding PERF and the funds detailed above, please access <http://www.in.gov/perf/>.

Indiana State Teachers' Retirement Fund

The Indiana General Assembly created TRF in 1921. TRF administers a multiple-Employer retirement fund established to provide benefits for persons who are engaged in teaching or in the supervision of teaching in the public schools of the state or persons who are employed by the fund. Since its establishment, the laws governing the administration of TRF have changed and expanded to respond to the needs of its Members.

TRF provides benefits to more than 160,000 active, inactive, retired Members and beneficiaries from about 360 participating school units. Defined benefit funding for Members hired before July 1, 1995, is on a "pay as you go" basis, and allocations for benefits are appropriated annually by the legislature. For Members hired on or after July 1, 1995, individual Employers fund the benefits with actuarially determined contributions.

Retirement benefits are based on creditable service and consist of a defined benefit pension plus an ASA. The defined benefit pension is paid as a lifetime monthly benefit for Members with at least 10 years of creditable service. The ASA contains mandatory contributions from Members and/or Employers along with Member voluntary pre- and/or post-tax contributions.

TRF and PERF

Service credit granted by PERF counts as TRF creditable service, and vice versa; however, overlapping service with PERF and TRF is credited only once. Effective July 1, 2008, retirees with service in both funds may choose to retire under either TRF or PERF. Regardless of which fund is selected, service under both funds will be used in calculating the retirement benefit.

For additional information regarding TRF and the funds detailed above, please access <http://www.in.gov/trf/>.

Indiana Office of Technology

The Indiana Office of Technology's (IOT's) mission is to provide cost-effective, secure, consistent, reliable enterprise technology services to its partner agencies so they can better serve Indiana taxpayers. Indiana Code, 4-13.1-2-1 established IOT as a state agency in July 2005 to:

- (1) Establish standards for the technology infrastructure of the state,
- (2) Focus state information technology services to improve service levels to citizens and lower costs of providing information technology services,
- (3) Bring the best and most appropriate technology solutions to bear on state technology applications,
- (4) Improve and expand government services provided electronically, and
- (5) Provide the technology and procedures for the state to do business with the greatest security possible.

For additional information regarding IOT and the funds detailed above, please access <http://www.in.gov/iot/>.

As of June 30, 2007, the following are the fund net assets for the various PERF and TRF funds:

Fund	Net Assets
PERF	
PERF Fund	\$13,262,414,000
JU Fund	\$233,386,000
EGC Fund	\$63,172,000
77 Fund	\$3,310,171,000
PA Fund	\$26,189,000
LE Fund (DB)	\$5,498,000
LE Fund (DC)	\$25,729,000
TRF	\$8,981,000,000

PERF and TRF are seeking competitive sealed proposals to jointly implement a fully integrated technology solution that would provide operating efficiencies, reduce administrative costs, and streamline current administrative processes. PERF and TRF envision a two-phased approach to accomplish this objective.

Phase I would include the development and implementation of the following modules:

- Employer Reporting and Maintenance – Custom Solution
- Reconciliation – Custom Solution
- Finance/Accounting – Out-of-the-box Solution
- Human Resource Information System (HRIS) – Out-of-the-box Solution

Phase II of this initiative would include the development and implementation of a customized Benefit System to be utilized by both PERF and TRF. This Benefit System would be fully integrated with the modules developed and implemented in Phase I.

It is important that each Respondent provide accurate and detailed resolutions for all questions in the RFP; however, there are several key requirements upon which PERF and TRF will focus when evaluating the RFP responses. The list of key requirements can be found starting in Attachment A – *Scope of Services Requirements*.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are defined where they appear, rather than in the following list.

<u>Term</u>	<u>Definition</u>
Board	Board of Trustees of PERF or TRF
IAC	The Indiana Administrative Code
IC	The Indiana Code
PERF	Indiana Public Employees' Retirement Fund
Proposal	An offer
Respondent	An offeror who submits a proposal to deliver services requested by this RFP
Services	Work to be performed as specified in this RFP
TRF	Indiana State Teachers' Retirement Fund
Active Members	Members who currently have wage and contribution data reported
Inactive Members	Members who have not had wage and contribution data reported in the last quarter

1.3 ISSUER

In accordance with Indiana statutes governing the administration of PERF and TRF, PERF and TRF are jointly issuing this RFP. The staffs of PERF and TRF have prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from PERF and TRF, or a copy may be

obtained from the following website: <http://www.in.gov/perf/2342.htm>. A nominal fee will be charged for providing additional hard copies.

1.4 DUE DATE AND FORMAT FOR PROPOSALS

All proposals must be received at the address below no later than September 26, 2008, at 3:00 PM ET. Each Respondent must submit one original (marked "Original") proposal, one copy of the proposal in CD ROM format, and six copies of the Respondent's proposal, including the transmittal letter and other related documentation as required in Sections 4.2 and 4.3 of this RFP. The proposal must be clearly marked "Response to RFP 08-07 *Integrated Financial Systems Technology Solutions*" and addressed/delivered to:

Stanton Lanman
Procurement Officer
Indiana Public Employees' Retirement Fund
143 W. Market Street
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned, unopened, to the Respondent, upon request, within thirty (30) days of filing.

1.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified, or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Proposals may not be withdrawn after the proposal due date has passed.

Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for interpretation of RFP provisions prior to the due date for proposals, a supplement will be posted by PERF and TRF on the following website: <http://www.in.gov/perf/2342.htm>. If such addenda issuance is necessary, PERF and TRF reserve the right to extend the due date of proposals to accommodate such interpretations or additional data requirements.

1.6 JOINT BIDS/SUBCONTRACTING

PERF and TRF will not entertain joint bids.

Although it is anticipated that any Respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the written approval of PERF and TRF before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement with the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered during evaluation. The Respondent must furnish information to PERF and TRF as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by PERF and/or TRF. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate PERF and TRF officials, and such relationships must meet with the approval of PERF and TRF.

1.7 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any Member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of the envelope that confidential materials are included. The Respondent must also specify which statutory exception applies.

PERF and TRF reserve the right to make determinations of confidentiality. If PERF or TRF does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If an agreement can be reached, the proposal will be considered. If an agreement cannot be reached, PERF and TRF will remove the proposal from consideration for award and return the proposal to the Respondent. PERF and TRF do not consider prices to be confidential information.

1.8 RFP RESPONSE COSTS

PERF or TRF accept no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.9 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by PERF and TRF for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by PERF and TRF.

1.10 TAXES

PERF and TRF are exempt from federal, state, and local taxes. PERF or TRF will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

1.11 SECRETARY OF STATE REGISTRATION

Before an out-of-state Respondent can do business with PERF and/or TRF, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/icpr/webfile/formsdiv/38784.pdf>. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.12 DISCUSSION FORMAT

PERF and TRF reserve the right to conduct discussions, either oral or written, with those respondents determined by PERF or TRF to be reasonably viable to being selected for award. PERF and TRF also reserve the right to seek clarification to resolve minor issues.

1.13 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify PERF and TRF of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that PERF and TRF may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that PERF and TRF may bar the Respondent from contracting with PERF and TRF, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to the State.

1.14 SUMMARY OF MILESTONES

The following is the expected timeline for the RFP.

<u>Activity</u>	<u>Expected Date</u>
RFP published/released	August 26, 2008
Bidders' conference	September 3, 2008
Respondent's inquiry period ends	September 8, 2008, by 3:00 PM ET
RFP responses due	September 26, 2008, by 3:00 PM ET
Review responses and select initial vendors	Week of October 6, 2008
Finalists announced	Week of October 13, 2008
Finalists' proposals	Week of October 20, 2008
Selection and notification of selected Respondent	Week of October 27, 2008
Contract negotiations	Week of November 3, 2008
Sign contract	By November 19, 2008

SECTION TWO PROPOSAL PROCEDURES

2.1 CONTACTS

Inquiries are not to be directed to any staff, Board Member of PERF or Board Member of TRF, except as outlined in Section 2.3. Such unauthorized communication(s) may disqualify Respondent from further consideration. PERF and TRF reserve the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the request for proposal between PERF and TRF and other Respondents.

2.2 BIDDERS' CONFERENCE

The Bidders' Conference will be held on Wednesday, September 3, 2008, from 1:00 PM to 4:00 PM. The location of the conference will be:

PERF
143 West Market Street
1st Floor Conference Room
Indianapolis, IN 46204

2.3 INQUIRIES ABOUT THE RFP FOR PERF AND TRF

All inquiries and requests for information affecting this RFP must be submitted by email to:

Stanton Lanman
Procurement Officer
slanman@perf.in.gov

no later than due dates outlined in Section 1.14 - *Summary of Milestones*. PERF and TRF reserve the right to judge whether any questions should be answered in writing and copies will be posted to the PERF website.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted to the PERF and TRF website. If such addendum issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

2.4 RESPONDENT SITE VISITS

PERF and TRF may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

2.5 CONTRACT AWARD

Based on the results of this process, the qualifying proposal determined to be the most advantageous to PERF and TRF, taking into account all of the evaluation factors, may be selected by PERF and TRF for further action, such as contract award. If, however, PERF and TRF decide that no proposal is sufficiently advantageous, PERF and TRF may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, PERF and TRF may begin contract preparation with the next qualified Respondent or determine that it does not wish to award a contract pursuant to this RFP.

PERF and TRF reserve the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Directors or their designee(s) will, in the exercise of their discretion, determine which proposal(s) offer the best means of servicing the interests of PERF and TRF. The exercise of this discretion will be final.

SECTION THREE LENGTH OF CONTRACT AND PRICING

3.1 LENGTH OF CONTRACT

The term of the contract entered into under this RFP shall be for a period of up to five (5) years, beginning from date of final execution of contract, with the possibility of contract renewals thereafter.

3.2 PRICING

The compensation for the duration of any contract awarded under this RFP shall be fixed by negotiation from the pricing set forth in response to this RFP. Once the apparent successful Respondent is selected, the pricing may be negotiated further. PERF and TRF request the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. Prices quoted shall include all costs for services provided under this contract. Any unspecified costs shall be borne by the Respondent.

SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS

4.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

1. Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
2. The transmittal letter should be in the form of a letter. The business proposal must be organized under the specific section titles as listed below.
3. PERF and TRF may, at their option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, PERF and TRF will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by PERF and TRF as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

A complete proposal will include the following:

1. Hard copy submission of a transmittal letter (with the information in Section 4.2).
2. Hard copy submission of a business proposal (with the information and attachments described in Section 4.3).
3. Original, six, and CD ROM of the entire proposal as outlined in Section 1.4.

4.2 TRANSMITTAL LETTER

The transmittal letter must address the following topics:

4.2.1 Identification

The transmittal letter must first identify the RFP.

4.2.2 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including but not limited to PERF's and TRF's standard contract clauses.

4.2.3 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

4.2.4 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

4.3 BUSINESS PROPOSAL

The business proposal must contain the following items:

4.3.1 Ability to Perform Scope of Services

Respondent should demonstrate in this section its ability to meet the requirements set forth in Attachment A - *Scope of Services Requirements*.

4.3.2 Contract

Attachment E is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. If Respondent wants to include or change any term of the contract, it must be submitted as an amendment to the base contract. See the next section for more instructions on this.

4.3.3 Respondent Contract Requirements

If the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section, in the form of an amendment to the base contract. For each change included, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required (if the required change is unacceptable to PERF and TRF, the Respondent's proposal may be considered unacceptable) or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

4.3.4 References

The Respondent should include a list of at least three (3) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any public pension systems and/or private pension plans for which the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, email address, and phone/fax numbers of a person who may be contacted for further information. See Attachment B – *Respondent Qualifications*.

4.3.5 Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in Section 1.11 of this RFP. This process must be concluded prior to contract negotiations with PERF and TRF. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

4.3.6 Subcontractors

The Respondent must list any subcontractors that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

4.3.7 Financial Statements and Quality Assurance Report

This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years. In addition, please provide a copy of your most recent financial statement audit report. Finally, if available, please provide a copy of your most recent quality assurance or peer review report.

4.3.8 Minority Business Development

The contract goal is that at least seven percent (7%) of state contracts be with minority and women business enterprises as defined in IC 4-13-16.5. This goal is

established under IC 4-13-16.5-2 (f) (7). It is the intent of PERF and TRF to meet or exceed the 7% minority and women's business enterprise participation goal when possible.

Participation does not need to be only through subcontractors but can also be through second-tier participation with common suppliers (office supplies, courier services, accounting services, janitorial services, etc.). Include only the proportion of those contracts which pertain to the bid being submitted. See Attachment F - *Mandatory Respondent Forms*.

- 4.3.9 Respondent Qualifications and detailed responses to the Respondent questionnaire as listed in Attachment B
- 4.3.10 Fee Proposal as indicated in Attachment C
- 4.3.11 Mandatory Respondent Forms as indicated in Attachment F

SECTION FIVE PROPOSAL EVALUATION

PERF and TRF have jointly selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

1. Each response will be evaluated on the basis of the categories listed below.
2. Based on the results of the evaluation, the proposal determined to be most advantageous to PERF and TRF, taking into account all of the evaluation factors, may be selected by PERF and TRF for further action.
3. In addition, the evaluation team will consider other factors it believes to be material for this selection.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Specific criteria include:

1. Fulfilling the requirements set forth in the RFP
2. Technical knowledge, skills and other competencies of the firm
3. Pension administration knowledge/experience of team to serve PERF and TRF
4. Respondent qualifications
5. Quality and completeness of responses to this RFP
6. Technical solution
7. Quality of references
8. Experience and track record
9. Adequate security of data
10. Price (i.e., detail of fee proposal)
11. Quality of finalist presentation, if selected
12. Special consideration will be given to those able to meet the Buy Indiana Initiative located at www.buyindiana.in.gov

All proposals will be reviewed by Members of PERF and TRF. References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

ATTACHMENT A - SCOPE OF SERVICES REQUIREMENTS

A.1 General Information

BACKGROUND AND OVERVIEW

The Indiana Public Employees' Retirement Fund (PERF) and the Indiana State Teachers' Retirement Fund (TRF) are independent, non-profit, quasi-state organizations that were established by legislation to manage the retirement funds of certain public Employees throughout the state of Indiana. PERF and TRF desire to jointly leverage an integrated Finance/Accounting, Employer Reporting and Maintenance, Reconciliation, and Human Resource Information System solution. Technology solutions utilized by PERF and TRF are currently supported by the Indiana Office of Technology (IOT).

See the following for a high-level overview of each entity.

Indiana Public Employees' Retirement Fund

The Public Employees' Retirement Fund (PERF) was created on July 1, 1945, to provide secure, long-term pension benefits for Indiana residents who chose careers in public service. Since that time, smaller funds have been created and are now included under the original administrative umbrella. PERF is now a retirement system of six separately managed retirement plans:

- Indiana Public Employees' Retirement Fund (PERF Fund)
- Judges' Retirement System (JU Fund)
- State Excise Police, Gaming Agent, Gaming Control Officer & Conservation Enforcement Officers' Retirement Plan (EGC Fund)
- 1977 Police Officers' and Firefighters' Pension and Disability Fund (77 Fund)
- Prosecuting Attorneys' Retirement Fund (PA Fund)
- Legislators' Retirement System (LE Fund)

PERF also administers three other funds: two special death benefit funds for public safety officers and state employees who die in the line of duty; and a pension relief fund, to address the unfunded pension obligations of the police officers' and firefighters' pension systems of the units of local government.

PERF is responsible for receiving contributions from Employers and Members, investing those funds in a prudent manner, and paying benefits to qualifying Members of the six plans. The clientele base consists of 156,300 active Members and 80,000 benefit recipients (retirees or their survivors). Services offered are fairly uniform across each of the six funds, with certain exceptions based on the provisions that govern the specific plan.

PERF and the 77 Fund are both multiple-Employer retirement plans with approximately 1,000 and 250 participating Employers, respectively. All other plans administered by PERF are plans sponsored by a single Employer: the State of Indiana.

PERF retirement benefits are based on creditable service and consist of a defined benefit pension plus an Annuity Savings Account (ASA). The defined benefit pension is a lifetime monthly retirement benefit funded by Employers. The ASA is an individual account funded by a 3% mandatory contribution from either the Member or Employer. Members may also choose to make voluntary pre- and/or post-tax contributions to the ASA.

For additional information regarding PERF and the funds detailed above, please access <http://www.in.gov/perf/>.

Indiana State Teachers' Retirement Fund

The Indiana General Assembly created TRF in 1921. TRF administers a multiple-Employer retirement fund established to provide benefits for persons who are engaged in teaching or in the supervision of teaching in the public schools of the state or persons who are employed by the fund. Since its establishment, the laws governing the administration of TRF have changed and expanded to respond to the needs of Members.

TRF provides benefits to more than 160,000 active, inactive, retired Members, and beneficiaries from about 360 participating school units. Defined benefit funding for Employees hired before July 1, 1995, is on a "pay as you go" basis, and allocations for benefits are appropriated annually by the legislature. For Employees hired on or after July 1, 1995, individual Employers fund the benefits with actuarially determined contributions.

Retirement benefits are based on creditable service and consist of a defined benefit pension plus an ASA. The defined benefit pension is paid as a lifetime monthly benefit for Members with at least 10 years of creditable service. The ASA contains mandatory contributions from Members and/or Employers along with Member voluntary pre- and/or post-tax contributions.

TRF and PERF

Service credit granted by PERF counts as TRF creditable service, and vice versa; however, overlapping service with PERF and TRF is credited only once. Effective July 1, 2008, retirees with service in both funds may choose to retire under either TRF or PERF. Regardless of which fund is selected, service under both funds will be used in calculating the retirement benefit.

For additional information regarding TRF and the funds detailed above, please access <http://www.in.gov/trf/>.

Indiana Office of Technology

The Indiana Office of Technology's (IOT's) mission is to provide cost-effective, secure, consistent, reliable enterprise technology services to its partner agencies so they can better serve Indiana taxpayers. Indiana Code, 4-13.1-2-1, established IOT as a state agency in July 2005 to:

- (1) Establish standards for the technology infrastructure of the state,
- (2) Focus state information technology services to improve service levels to citizens and lower costs of providing information technology services,

- (3) Bring the best and most appropriate technology solutions to bear on state technology applications,
- (4) Improve and expand government services provided electronically, and
- (5) Provide the technology and procedures for the state to do business with the greatest security possible.

For additional information regarding IOT and the funds detailed above, please access <http://www.in.gov/iot/>.

As of June 30, 2007, the following are the fund net assets for the various PERF and TRF funds:

Fund	Net Assets
PERF	
PERF Fund	\$13,262,414,000
JU Fund	\$233,386,000
EGC Fund	\$63,172,000
77 Fund	\$3,310,171,000
PA Fund	\$26,189,000
LE Fund (DB)	\$5,498,000
LE Fund (DC)	\$25,729,000
TRF	\$8,981,000,000

A.2 Overview of Desired Future State

PERF and TRF desire to jointly implement a fully integrated technology solution that would provide operating efficiencies, reduce administrative costs, and streamline current administrative processes. PERF and TRF envision a two-phased approach to accomplish this objective.

Phase I would include the implementation of the following modules over a 12 month period beginning January 2009 through December 2009:

- Finance/Accounting – Out-of-the-box Solution
- Employer Reporting and Maintenance – Custom Solution
- Reconciliation – Custom Solution
- Human Resource Information System (HRIS) – Out-of-the-box Solution

Phase II of this initiative would include the development and implementation of a customized Benefit System to be utilized by both PERF and TRF. This Benefit System would be fully integrated with the modules developed and implemented in Phase I.

It is anticipated that Phase I modules would be fully developed and implemented effective January 1, 2010 (see the implementation timeline for each specific module in the Questionnaire, 6.1). Phase II timelines would be determined at a later date. Please see the detailed implementation schedule in the Global Questions Section for details.

The fully integrated solution must interface (i.e., transmit and receive data) with third parties such as individual Employers, Actuaries, Asset Trustees, Investment Fund Managers, the Treasurer of State (TOS), Auditor of State (AOS), Financial Service Organizations, and ASA record keeper.

PERF has developed overviews and workflows to provide an understanding of the desired future state for bidders. While these diagrams are PERF specific, the conceptual workflows also apply to TRF with minor differences.

See the following Appendices for the following sample overviews and workflows to be referenced in formulating responses to the Respondent minimum qualifications and Questionnaire:

- a. Appendix I - Pro-Forma Chart of Accounts (PERF and TRF)**
- b. Appendix II - Module Hardware Requirements Summary**
- c. Appendix III - PERF Wage & Contribution Process Overview**
- d. Appendix IV - Finance Structure (PERF and TRF)**
- e. Appendix V - PERF Wage & Contribution Process – Employer Data Entry and Maintenance**
- f. Appendix VI - PERF Wage & Contribution Process – Cash Receipts**
- g. Appendix VII - PERF Reconciliation Reports and Screen Prints**

Employer Reporting and Maintenance Module (PERF and TRF)

PERF and TRF envision a web-centric module to collect Member wage and contribution (W&C) data relative to the defined benefit and defined contribution plans. The purpose of the module is to increase efficiency, enhance data integrity, and facilitate Employer self-service.

The proposed solution should include the following functionality:

- a. New hire setup – indicative data
- b. Terminations/leaves
- c. Wage information submission
- d. Contribution information submission
- e. Adjustments
- f. Data maintenance

W&C Data Submission

Periodically (ad hoc, quarterly, or each pay period), Employers would access the employer reporting and maintenance module via a web portal to submit Wages, Employer Contributions, Member Contributions (pre- and post-tax) and Adjustments information. Employers will either enter data manually or upload a payroll data file.

After entering/uploading the payroll/wage data, the module would calculate required, Employer and Member contributions based upon wages submitted and pre-defined Employer and Member contribution rates (mandatory Employer and Member contribution rates are determined annually based upon an actuarial valuation). Both individual Member amounts and Employer totals would be calculated. The Employer would enter the check/wire transfer number into the module and submit the wage and contribution data.

Real-time data validations would be based upon pre-defined edits (PERF and TRF specific) to identify any issues prior to transmitting the information to any interfaced systems (e.g., pension, General Ledger (GL)). Any errors identified would be displayed to the Employer for research and resolution. For errors related to missing/inaccurate Member indicative data, the Employer could interface with online web portals and create new hire records and/or adjust Member status (e.g., terminations/leaves). Unresolved errors would be held in suspense for up to three submissions (e.g. per submission, per payroll, or quarterly dependent on Employer), at which point the Employer would be required to clear the errors before submitting any subsequent periods.

The submission of validated wage and contribution data would automatically create a GL journal entry by Employer and, in the case of TRF, by pre-96 and post-96 accounts in the Finance/Accounting module, a summary transaction listing would be recorded in the Reconciliation module and wage and contribution information by Member would be transmitted to the Benefit System.

Adjustments and Suspensions

Employers may also make adjustments to prior and/or current period wage and contribution submissions or clear suspended Members by accessing the employer reporting and maintenance module. Adjustments may be necessary due to inaccurate reporting of wages, omission of Member records, etc. The Employer would link prior period adjustments utilizing the payroll reporting date, transmission date, and employer number. Once adjustments are entered, they would be linked to the original record and *processed* in the same manner as all other wage and contribution submissions.

Please see Appendix V for the PERF Wage and Contribution Process – Employer Data Entry and Maintenance work flow.

Reconciliation Module (PERF and TRF)

PERF and TRF envision a Reconciliation module with functionality to ensure the accuracy and completeness of Employer and/or fund receivables.

Cash Receipts

Daily, a summary of ACH deposits would be uploaded into the reconciliation module. In addition, checks from the mailroom and lockbox would be manually entered. The Reconciliation module would be prefilled and display validated wage and contribution information submitted by the Employer into the employer reporting and maintenance module. The ACH deposits and checks are preliminarily matched with the wage and contribution record based on fund, Employer, transaction date, and amount submitted/due fields. Finance would review and approve matched checks. A GL journal entry would be automatically created in the Finance/Accounting module for all approved checks. If the wage and contribution entry and the check amounts do not match, Finance would access the employer reporting and maintenance module (view only) to resolve discrepancies. Any amounts not identified are marked suspended. Every morning a list of suspended checks is emailed to Finance management.

Reconciliation of Cash Receipts

Daily, Finance would access the Reconciliation module and prepare a pro-forma reconciliation of Accounts Receivable by Fund and Employer (if applicable). Outstanding contributions due, unidentified cash receipts, or credit balances are researched and resolved.

Please see Appendix VI for the PERF Wage and Contribution Process - Cash Receipts work flow.

Accounting Structure

To comply with state mandated requirements Financial reporting will be at the entity level (PERF and TRF), at the Fund and the Employer level (PERF and TRF), and by pre-96 and post-96 for TRF (see Appendix I - Pro Forma Chart of Accounts). All reconciliations would be prepared utilizing a three-tiered (Fund, Plan, Employer - Defined Benefit and Defined Contribution) approach. Employer-level Accounts Receivable would utilize a four-way (Payroll Date, Transaction Date, Employer Number, Member) match for reconciliation purposes.

Please see Appendix I for the Pro-Forma Chart of Accounts.

Inquiries and Reporting

Both the Employer Reporting and Maintenance module and the Reconciliation module would allow tiered access and view only inquiries in addition to standard and customized reports.

A.3 Overview of Current Technology/Transaction Metrics

Company	Function	System/Application
PERF	Benefit System	BMS
PERF	Finance/Accounting	MIP
PERF	Wage & Contribution System	Currently use BMS to record
PERF	Metrics	# of Funds: 6 # of Employers: 1,500 Total Participants: 156,300 Terminations per year: 16,300
TRF	Benefit System	SIRIS
TRF	Wage & Contribution System	Employer Interactive Web Portal, SIRIS
TRF	Finance/Accounting	In-house solution
TRF	Metrics	# of Funds: 1 # of Employers: 360 Total Participants: 79,800 Terminations per year: 1,600

ATTACHMENT B - RESPONDENT QUALIFICATIONS

B.1 Minimum Qualifications

Please include in your response, how you would meet each of the following requirements:

1. Must be a robust, fully integrated technology solution that complies with state mandated financial reporting requirements that can be structured with the following reporting segments:
 - a. Consolidated (PERF),
 - b. Fund/Account (PERF and TRF),
 - c. Employer (PERF and TRF), and
 - d. Pre-96 and Post-96 (TRF).

Please see Appendix I - Pro-Forma Chart of Accounts (PERF and TRF) .

2. Must include integrated modules and processes throughout the solution that enable the following reconciliations: cash receipts from Employers and Members, distributions, and interest income from funds.
3. Must interface with benefit systems currently used by PERF (BMS) and TRF (SIRIS) with the flexibility to interface with other pension technology solutions in the future.
4. Must interface (i.e., transmit and receive data) with third parties such as individual Employers, Actuaries, Asset Trustees, Investment Fund Managers, the Treasurer of State (TOS), Auditor of State (AOS), Financial Service Organizations, and ASA record keeper.
5. Must be able to support multiple levels of data validations specific to PERF and TRF pre-defined data edits.
6. Ability to interface with Employers using existing payroll file layouts/formats and allow for electronic submission.
7. Ability to accept all forms of online payments from Employers for contributions and adjustments and to interface with banks (e.g. electronic checks, wire transfer).
8. Must contain controls/validations to ensure Members are loaded to appropriate retirement systems (e.g., TRF vs. PERF, transfers).
9. Integrated solution that provides for real-time access to Member set-up and data maintenance functionality via the Employer Reporting and Maintenance module.
10. Integrated functionality that allows for automated journal entries to and from the Finance/Accounting module.
11. Robust report writing (standard and ad hoc reports) across all modules including financial reporting, management, audit, and exceptions.
12. Ability to meet implementation/conversion deadline.

Note: While the above items are not the only factors that will be considered when making our decision, your response to each of these items will be weighted heavily in the Respondent selection process.

B.2 Respondent Questionnaire

Note: The questions contained herein are intended to address needs for both PERF and TRF unless stated otherwise.

I. GLOBAL QUESTIONS

- 1.1 Respondent name:
Street address:
City:
State:
ZIP:
Contact name:
Phone:
Email:
- 1.2 How long has your organization been in business? How long have you been providing your proposed services to clients? Briefly describe how your organization got into this business.
- 1.3 What are your organization's annual revenues for the last two years and projected revenues for the current year?
- 1.4 Where are your primary business locations for delivering the services being proposed?
- 1.5 What is the legal entity that will be contracting to provide the services outlined in the RFP?
- 1.6 Will all the services outlined in the Scope of Services be performed by this legal entity?
If not, please answer the following questions:
 - a. Which specific services will be provided by a subcontractor/alliance partner?
 - b. Have you worked with this subcontractor/alliance partner before? If so, how long has this arrangement been in existence?
 - c. Do you have an existing client for whom you have provided the specific services outlined in this RFP with your subcontractor/alliance partner? Please be specific about those services that you have not provided before with your subcontractor/alliance partner.
 - d. Do you have a master contract in place with your subcontractor / alliance partner that is specific about the services you provide to the marketplace, when you will bid on work together, etc.? If so, please provide a copy or a summary of that document so that we can understand your working relationship. If not, do you intend to draft a master contract with your subcontractor/alliance partner? When?
- 1.7 Please confirm that PERF and TRF will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract.
- 1.8 Describe how you would propose contracting with PERF and TRF given they are two

separate entities that are jointly seeking to leverage a fully integrated technology solution that would be utilized by both entities.

Account Management

- 2.0 Please describe your approach to account management, on-going support/operations, and ongoing technical support (e.g. shared or dedicated team, co-located with call center – if applicable).
- 2.1 Please provide an organizational chart of your proposed account management, operations, and technical team which displays the team's structure, level of dedication of each role, and the number of people assigned to each role
- 2.2 Describe your resolution process for issues/problems that may be identified with your solutions and/or operations.
- 2.3 How does your organization monitor the impact of legislative activity affecting your solution/service and communicate legislative issues to clients?
- 2.4 Please provide at least three current clients for whom you are currently providing similar services that you are proposing that we may contact as a reference.

REFERENCE #1	
Company Name	
Company Address	
Primary Contact Name	
Primary Contact Title	
Primary Contact Phone Number	
Number of Active Employees	
Number of Years as a Client	
Services Provided	

REFERENCE #2	
Company Name	
Company Address	
Primary Contact Name	
Primary Contact Title	
Primary Contact Phone Number	
Number of Active Employees	
Number of Years as a Client	
Services Provided	

REFERENCE #3	
Company Name	
Company Address	
Primary Contact Name	
Primary Contact Title	
Primary Contact Phone Number	
Number of Active Employees	
Number of Years as a Client	
Services Provided	

Design and Development

- 3.1 Describe your integrated solution recommendation based on the Respondent minimum qualifications and project objectives we have described. Please provide relevant diagrams detailing out-of-the-box vs. customized solutions including a description of each component, internal and external application interfaces, batch processing, and business processes.
- 3.2 Describe, for each proposed solution, specifics as to functions or transactions that are online-based vs. batch-based. Describe other batch runs, including those timed to specific business events. Provide configuration options if functions may be performed alternatively in a batch mode vs. online.
- 3.3 Please disclose all third-party applications used in supporting your proposed services. For each third-party application, please answer the following questions:
 - a. Is the application integrated with the core platform, or does the third party application require a separate update process?
 - b. Describe how you would ensure that capabilities of the third-party product evolve to meet your organization's product goals and client needs?
 - c. Please describe your approach to ensure business continuity of service offering/product in the event the relationship with the third party is disrupted or in the event the third party goes bankrupt?
- 3.4 Describe your annual technology planning process. How are changes prioritized and migrated to production?
- 3.5 Are you currently developing or planning to develop a replacement system or a significantly enhanced system for any of the services included in your proposal? If so, describe how this system is different from your current system in both its architecture and functionality.
- 3.6 Describe your version migration process. How do you manage your existing clients to new releases of your technology? Comment on the affect to any customized solution modules.
- 3.7 What investments have you made over the past three years in technology that support the solution you're proposing?
- 3.8 What are your planned investments for the next three years in the technology that supports the solution you're proposing?
- 3.9 Describe your testing procedures and implementation processes for solution enhancements and upgrades, including customized modules.

- 3.10 Describe how your firm will capture the business processes that currently exist in the targeted application environment.
- 3.11 In what form will the impacted business processes be documented?
- 3.12 How will the current business processes be translated into logical workflow?
- 3.13 Explain how solutions are designed at your firm.
- 3.14 What design languages will your firm use to develop each solution? Please be specific if design language would be different for customizable solutions and comment on why you would recommend utilizing a different language and any affect this would have on implementing a fully integrated solution.
- 3.15 Provide any written procedures, coding guidelines, naming conventions, or other programming and development standards. If not documented, please comment on your development procedures.
- 3.16 Describe your process to develop and document system requirements for each module. Include in your response how these are maintained on-going to ensure they are current and reflect version and specific solution updates, and how requirements traceability is maintained through design specifications, source code, test plans, and implementation.
- 3.17 Comment on whether your documentation procedures integrate with Serena Dimensions, and if not, what your recommendations would be to support the lifecycle of the product.
- 3.18 Describe anticipated design and development support that may be required of IOT, including requirements development, solution development, and testing. Include in your comment the required number of resources and skill sets.
- 3.19 Describe your testing procedures and comment on each solution module (e.g., unit tests, system tests, performance and stress tests, and user acceptance). Include in your comment your anticipated involvement of PERF, TRF, and IOT and their expected testing roles.
- 3.20 Describe how you will determine peak usage requirements.
- 3.21 Describe your approach and design considerations to ensure ease of maintenance and support of the solution.
- 3.22 To what extent will Rapid Prototyping techniques be used to determine the data entry/inquiry/reporting formats most suitable to needs of end user?
- 3.23 Describe the techniques that will be used to integrate the various databases already in use at the present time?
- 3.24 What methods will be employed to reduce the potential of system-level conflicts between the many solution applications that make up this system?
- 3.25 Describe the solution implementation project management experience and capabilities of your firm.
- 3.26 Is the proposed solution based upon Service Oriented Architecture (SOA)?
- 3.27 Identify the networks that provide a compatible platform for the Windows version of the proposed solution, including version requirements, if any.
- 3.28 Describe server requirements, including hardware and any size limitations.
- 3.29 Describe your hardware/solution requirements, including interfaces with other systems, transaction processing, operating systems, databases, and browsers.

See Appendix II - Module Hardware Requirements Summary

- 3.30 Please indicate which of the following measures or devices are provided by the proposed solution:
 - a. RAID 5 disk support
 - b. Mirrored disk support
 - c. Hot backup system support
 - d. Warm backup system support
 - e. UPS monitoring
 - f. Redundant power supply
 - g. Transaction rollback function
- 3.31 Please indicate which of the following standards are adhered to by the planned solution?
 - a. CCITT
 - b. G3/G4
- 3.32 Is the Fiber Distributed Data Interface (FDDI) standard for networking supported?
- 3.33 Does the solution fully support TWAIN or ISIS-compliant hardware peripherals?
- 3.34 Is the Integrated Services Digital Network (ISDN) standard supported for all communications related functions?
 - a. GIF - Graphical Interchange Format
 - b. DIF - Data Interchange Format
 - c. PDF Format
 - d. XML Format
- 3.35 Is the ODMA (Open Document Management API) standard supported by the proposed solution?
- 3.36 Does this Respondent/product support the DMA standards?
- 3.37 Is the proposed solution compliant with LDAP (Lightweight Directory Access Protocol)?
- 3.38 Is the proposed solution CORBA compliant? Describe how the proposed solution supports interoperability between application components.
- 3.39 Is the proposed solution COM compliant?
- 3.40 Is the proposed solution ODBC and/or JDBC compliant?
- 3.41 Identify databases supported by proposed solution.
- 3.42 Describe client database management systems supplied.
- 3.43 Describe the proposed solution's scalability, including any limitations.
- 3.44 Describe customizable features including field level customizations, and online help screens.
- 3.45 Describe the proposed solution's capabilities to provide PERF and TRF separate branding for materials and websites without requiring duplicate code bases.
- 3.46 How many users will the proposed solution support concurrently?

Security

- 4.1 Describe approaches to security, including single sign-on, audit trail of changes, how and when encryption is used, and what techniques or technology is used to prevent intruder breaches from techniques such as SQL Injection and Cross Site Scripting.
- 4.2 Describe user-defined security levels.
- 4.3 Describe the multi-level password-based security scheme provided by the proposed solution.
- 4.4 Describe the file access structure and protocols for the proposed solution.
- 4.5 Is object-level security provided by the proposed solution?
- 4.6 When using the proposed solution, are process participants able to see only what their security privileges enable them to see (participants see only what they need to perform their activities)?
- 4.7 Does the proposed solution provide the ability to lock and hide specific data fields?
- 4.8 Does the proposed solution utilize the Check-In/Check-Out function to monitor and verify the integrity of all security settings?
- 4.9 Is Public Key Infrastructure (PKI) support offered by the proposed solution?
- 4.10 Are digital signatures supported by the proposed solution?
- 4.11 Are digital certificates supported by the proposed solution?
- 4.12 Does the proposed solution provide any features or functions designed to minimize the risk of collaboration beyond the firewall?

Performance Metrics

- 5.1 Provide achievable performance metrics for each proposed solution, including:
 - a. Run-time
 - b. Batch processing
 - c. Response times
 - d. Impact on solution availability

Please complete the chart below with standard performance metrics you measure for each solution:

Performance Metrics					
Item	Description	PERF/TRF Requirement	Internal Standard	Contractual Standard	Measured Today

Implementation

- 6.1 Confirm that you are able to meet the timeframes presented in the table below. Describe your proposed implementation plan, noting key activities, milestones, dependencies, and deliverables.

Solution	PERF Go Live	TRF Go Live
Finance/Accounting	7/1/2009	4/1/2009
Employer Reporting and Maintenance	1/1/2010	1/1/2010
Reconciliation	7/1/2009	7/1/2009
HRIS	7/1/2009	7/1/2009

- 6.2 Provide an organizational chart for your proposed implementation team that displays the team's structure, level of dedication of each role, and the number of people assigned to each role. Please highlight any resource that would remain as part of the ongoing team.
- 6.3 Complete the following chart describing the roles and responsibilities of key team Members, including their anticipated interaction with PERF, TRF and IOT.

Team Member	Role and Responsibilities	Commitment through March 2010

- 6.4 Describe your project management methodology including any deliverable templates, guidelines, standards, estimating heuristics, activity listing, work breakdown structures, etc. Do any of these items need to be developed for this program?
- 6.5 Are any compliance items factored into your methodology?
- 6.6 Are your resources assigned on this project trained in your methodology?
- 6.7 Detail the types and roles of resources you would require from PERF, TRF, and IOT throughout each phase of implementation. Comment on any specific differences for each solution module.
- 6.8 What barriers could impact your ability to implement the proposed solutions on schedule?
- 6.9 What specific tools/systems (vs. project management approaches) have you developed to make your implementations more efficient? How have these tools allowed you to complete your implementations more quickly?
- 6.10 Describe your recommendation and experience with converting historical data as part of the implementation and describe your approach to converting data from current technology resources,

- including data cleanup and validation.
- 6.11 Please respond to the following questions about change management:
 - a. What type of change management does your organization provide during transition to your solution/services? Please describe typical deliverables.
 - b. Does your proposal include any change management services as part of your implementation at no additional cost? If not, please detail.
 - 6.9 Describe your approach for documenting end-to-end processes. Please also describe the process for maintaining this documentation.
 - 6.10 Describe how you ensure continuity from implementation into ongoing services. Are you willing to guarantee the same key personnel from the implementation phase will remain on the account for some time period following implementation?
 - 6.11 Please provide an overall high-level conversion plan showing key milestones and dates, along with a detailed data conversion plan.

Technical Support

- 7.1 If on-site support is needed, what is the guaranteed response time?
 - a. Same day as initial call?
 - b. Next business day?
 - c. As soon as possible (not defined)?
- 7.2 Is a staff Member dedicated to solution support available during normal business hours?
- 7.3 Is on-site support available 24/7? Please describe available services for both technical and user support.
- 7.4 Will a website dedicated to ongoing support of the solution be provided by the Respondent?
- 7.5 Is a local source of solution support available for the Respondent's product?
- 7.6 Are local support technicians employees of the Respondent or are they employees of a third-party support group?
- 7.7 Does the Respondent fully support customized solution?
- 7.8 Is live help desk support available 24/7? If so, please describe the support that is always available. Is there an extra cost for this service? If so, please describe the fee structure.
- 7.9 Describe the steps for troubleshooting a problem (from the time an end-user calls you to providing a fix for the problem). Describe your escalation procedures.
- 7.10 Provide any metrics you feel pertinent that your firm uses to manage your technical support function. Metrics of interest include your telephone support analyst-to-client ratio, call wait time, percentage of calls resolved first time, and call abandonment percentage.
- 7.11 What is your guaranteed response time for problem calls? Define response time (e.g., call return, on-site technician)
- 7.12 Is online help available at the screen level for each solution?
- 7.13 Does the solution provide dynamic listings of valid codes or text choices at each point where they are used?
- 7.14 Describe how you would propose transitioning the proposed solution support functions to IOT during and after implementation for each solution. Please provide a recommended training curriculum by role and describe the level of training that would or would not be provided to IOT (e.g., system functionality, underlying solution code, ongoing/periodic

- updates needed for new version releases).
- 7.15 Comment on whether Serena Dimensions can be used to support version management, and if not, what your recommendations would be.
- 7.16 Describe the upgrade software policy and fee structure.

Training

- 8.1 Describe available training for Employers, PERF, TRF and IOT, addressing the following:
- a. Implementation
 - b. Ongoing/periodic
 - c. User and technical
 - d. Documentation
 - e. Format (e.g., group, one-on-one, on-site, web)
- 8.2 Please explain why the training being proposed is more effective than other methods.
- 8.3 Will any printed documentation specific to this installation be distributed during training?
- 8.4 Can the training be customized to meet the specific needs of PERF, TRF, and IOT?
- 8.5 Are training manuals (i.e., solution procedure manuals) provided during the training?
- 8.6 How many hours of training will be included?
- 8.7 Are the hours module specific? If so, please describe. If not, please describe the method of allocation.
- 8.8 Is there any online training? If so, please describe.
- 8.9 Please describe available online user help service capabilities, including out-of-the-box and customized functions.

Reporting

- 9.1 Describe the reporting tools of the proposed solution and its capabilities.
- 9.2 Describe what standard reports you would provide along with samples of an explanation of the contents of, audience for, mode of delivery for, and frequency of each report.
- 9.3 What level of custom reporting do you provide as part of your proposed base service fees?
- 9.4 What type of analytic tools do you offer as part of your service modules? Please be specific in outlining the type of modeling that is available and included in your proposal.
- 9.5 Detail the proposed solution's ability to provide query/ad hoc reporting:
- a. Discuss your query/ad hoc reporting capabilities and delivery mechanisms.
 - b. Does your proposal include query/ad hoc reporting access, and if so is it customizable by security level and department? If not, what are the limitations?
 - c. Are users able to save queries/ad hoc reports for future use?
 - d. If users are able to save queries/ad hoc reports, can these queries/ad hoc reports be shared with other users?

II. FINANCE/ACCOUNTING SOLUTION

General Ledger

- 10.1 Describe your solution recommendation based on the Respondent minimum qualifications and project objectives we have described in the RFP. Please provide relevant diagrams detailing out-of-the-box vs. customized applications, including a description of each component, internal and external application interfaces, batch processing, and business processes.
- 10.2 Does the proposed solution support multiple fiscal years, each with a minimum of 13 accounting periods, to be open concurrently? Describe any limitations or alternatives.
- 10.3 Does the proposed solution allow grant and project accounting periods to be defined separately from fiscal year periods? Describe any limitations or alternatives.
- 10.4 Does the proposed solution fully support the maintenance of active, inactive, and restricted accounts? Describe any limitations or alternatives.
- 10.5 Does the proposed solution maintain control account balances reflecting revenue, expenditure, budget, and encumbrance activity totals from subsidiary ledgers? Describe any limitations or alternatives.
- 10.6 How many fund structures can be maintained concurrently? Describe any limitations or alternatives.
- 10.7 Describe how the proposed solution maintains online, multiyear historical financial data. Describe any limitations or alternatives.
- 10.8 Describe how the proposed solution supports a GL structure and chart of accounts that ensures compliance with all accounting standards and pronouncements (e.g., GASB, FASB, and GAAS).
- 10.9 What procedures and controls do you have in place to identify any reporting and accounting standard changes that may affect the proposed solution? Describe your procedures to determine software revisions and updates required as a result of these changes.
- 10.10 Does the proposed GL solution utilize a hierarchical accounting code structure allowing the use of like accounts across multiple funds? Describe any limitations or alternatives.
- 10.11 Please indicate if the proposed solution provides the user with the ability to view the GL by the following and describe any limitations:
 - a. Organization
 - b. Fund
 - c. Subsidiary ledger
 - d. Cost center
 - e. Project
 - f. Subledger account
- 10.12 Describe how the proposed solution supports a hierarchical GL structure that includes accounting and financial reporting by segment (e.g., organization, fund, subsidiary, Employer and Member). Describe any limitations or exceptions.
- 10.13 Describe how the proposed solution supports inter-fund obligations (e.g., receivables, payables, and transfers) and any limitations or alternatives.
- 10.14 Describe how the proposed solution manages active and inactive accounts.

- 10.15 Describe the capability of the proposed solution to conduct searches, post transactions, and generate reports at all levels of the account structure by:
 - a. Fiscal year
 - b. Month
 - c. Calendar year
 - d. Any user-defined date range
 - e. Respondent
- 10.16 Describe the ability to display specific transactions affecting a specific account and any limitations.
- 10.17 Describe how the proposed solution supports recurring journal entries (i.e., those that recur each accounting period, including automatic accruals and reversals).
- 10.18 Describe how the proposed solution supports the following:
 - a. Period adjustments
 - b. Closed period reports
 - c. Consecutive period reports
 - d. Transactional detail history
 - e. Prior year comparisons
 - f. Automated due to and due from
- 10.19 Describe the proposed solution's forecasting capabilities and limitations, if any.
- 10.20 Describe how the proposed GL solution interfaces with the following Finance/Accounting modules (indicate whether they are fully integrated or if they are bolt-on modules):
 - a. Accounts payable
 - b. Accounts receivable
 - c. Purchasing
 - d. Fixed asset accounting
 - e. Project accounting
 - f. Project management
 - g. Budget/forecast
 - h. Report Writer
- 10.21 Describe the proposed solution's data entry validation controls (e.g., GL account numbers (code), journal entries, adjustments).
- 10.22 Describe the proposed solution's year-end closing functionality.
- 10.23 Describe the proposed solution's audit trail functionality and provide sample detail.
- 10.24 Describe the ability of the proposed solution to produce profit and loss statements at all segments.
- 10.25 Describe the proposed solution's GL journal entry maintenance functionality.
- 10.26 Describe the proposed solution's GL journal entry validation and audit trail functionality.
- 10.27 Describe the automated allocation function provided by the solution for amounts to be allocated across segments and funds.
- 10.28 Can the amount of an entry be automatically allocated over many accounts according to a user-defined set of rules that fit within the following:
 - a. Allocate from account to account
 - b. Allocated among funds
 - c. Allocated among cost centers

- d. Audit trail of all allocations
- e. Allocation decision's criteria
- f. Allocations to lower-level accounts (i.e., subsidiary accounts)
- 10.29 Describe the proposed solution's consolidation process functionality.
- 10.30 Describe the proposed solution's historical data parameters and any limitations.
- 10.31 Is there complete integration with the GL at the transaction level such that accounts remain in balance at all times?
- 10.32 Describe the proposed solution's GL inquiry functionality.
- 10.33 Describe the proposed solution's reporting functionality, including:
 - a. Standard reports
 - b. Custom reports
 - c. Cross fiscal year reports
 - d. Fund reports
 - e. "What if" scenario reports
 - f. Budget/forecast worksheets
 - g. Formats
 - h. Audit trails
- 10.34 Describe the proposed solution's alternatives for customization of financial reporting (e.g., monthly and year-end financial statements, CAFR).
- 10.35 Does the proposed solution automatically make the required GL journal entries at the end of each accounting period? Describe the process and any limitations.
- 10.36 Does the proposed solution automatically generate all GL journal entries required when relieving budget's or encumbrances and creating invoices? Describe the process and any limitations.
- 10.37 Are budget's or encumbrances matched with actual invoices by the proposed solution? Describe the functionality and any limitations.
- 10.38 Does the proposed solution support multiple checking accounts? Describe the functionality and any limitations.
- 10.39 Does the solution allow expenses to be allocated into multiple accounts spanning different divisions? Describe the functionality and any limitations.
- 10.40 Does the proposed solution account for payroll taxes paid and taxes accrued? Describe the functionality and any limitations.
- 10.41 Does the solution allow expenses to be allocated into multiple accounts spanning different divisions? Describe the functionality and any limitations.
- 10.42 Does the proposed solution account for taxes paid and taxes accrued? Describe the functionality and any limitations.
- 10.43 Describe the tools the module has for accounting for investment transactions. Describe the functionality and any limitations:
 - a. Reporting for fair market value at month-end
 - b. Accounting for and accrual of investment management fees
 - c. Foreign currency exchange rates
 - d. Accounting for gains and losses

- e. Capital calls
- f. Reimbursements

Accounts Receivable

- 11.1 Describe the proposed solution's accounts receivable functionality and any limitations, including:
 - a. Cash transaction processing
 - b. Credit and debit memo processing
 - c. Adjustment processing
 - d. Online inquiries
 - e. Loan setup, processing, and amortization
- 11.2 Describe the proposed solution's accounts receivable functionality and any limitations, including:
 - a. Integration with other modules
 - b. Interfaces with Employers and ASA record keeper
 - c. Document attachment features
 - d. Online inquiries and reports
- 11.3 Does the proposed solution have the following reporting features (describe the functionality and any limitations):
 - a. Invoicing
 - b. Credit and debit memos
 - c. Ad hoc reporting
 - d. Month-end open accounts receivable
- 11.4 Can data be exported to or imported from Excel?

Fixed Asset Accounting

- 12.1 Describe the fixed asset accounting functionality and any limitations, including:
 - a. Integration
 - b. Close process
 - c. Depreciation methods
- 12.2 Will the proposed solution automatically change the depreciation method when an annual depreciation advantage is detected? Describe the functionality and any limitations.
- 12.3 Does the proposed solution allow the choice of the following depreciation methods (describe the functionality and any limitations):
 - a. Straight line method
 - b. Sum of the years digits method
 - c. Double declining balance method
- 12.4 Can data be exported to or imported from Excel?

Purchasing

- 13.1 Describe the normal fields or data items that must be used in the purchasing module.
- 13.2 Describe the proposed solution's purchase management functionality and any limitations, including:
 - a. Data items

- b. Interfaces and integration
- c. Purchase requisitions
- d. Online inquiries and reports
- 13.3 Describe the proposed solution's purchase management functionality and any limitations, including:
 - a. Integration with other modules
 - b. Interfaces with external vendor order entry systems
 - c. Document attachment features
 - d. Online inquiries and reports
- 13.4 Describe the proposed solutions functionality relating to the following features and describe the functionality and any limitations:
 - a. Non-recurring purchase orders
 - b. Blanket purchase orders
 - c. Purchases of services
- 13.5 Does the proposed solution have the following reporting features and describe the functionality and limitations:
 - a. Open purchase orders report
 - b. Reconciliation of open purchase orders
- 13.6 Does the proposed solution assist in the creation of month end accruals based on received goods and services? Describe the functionality and any limitations.
- 13.7 Describe the proposed solution purchase requisition functionality and any limitations, including:
 - a. Online requisition creation
 - b. Electronic approval of requisitions
- 13.8 Can data be exported to or imported from Excel?

Accounts Payable

- 14.1 Describe the normal fields or data items that must be used in the accounts payable module.
- 14.2 Describe the proposed solution's accounts payable functionality and any limitations, including:
 - a. Accounts payable processing
 - b. Integration with other modules
 - c. Interfaces with external vendor systems
 - d. Online inquiries and reporting
 - e. Drill-down features with scanning interface
 - f. Tolerance for invoice variance vs. purchase order amounts
 - g. Exception and audit reports
 - h. Online travel and expense processing
 - i. Time and expense reimbursements for non-employees (to be interfaced with proposed GL module)

- 14.3 Describe the proposed solution's accounts payable invoice payment processing functionality and any limitations, including:
 - a. Check processing
 - b. Electronic invoice approval
 - c. Reimbursement via ACH
 - d. Paper check alternatives (e.g., electronic payment options)
- 14.4 Describe the proposed solution's accounts payable reconciliation processing functionality and any limitations, including:
 - a. Check reconciliation process
 - b. Banking interface capabilities
 - c. Ability to match purchase orders to invoices
- 14.5 Describe the proposed solution's accounts payable 1099 functionality and any limitations.
- 14.6 Can data be exported to or imported from Excel?

Budgeting and Forecasting

- 15.1 Describe the proposed solution's budgeting and forecasting functionality and any limitations, including:
 - a. Budget maintenance/forecast worksheet and uploads
 - b. Budget maintenance
 - c. Period distribution
 - d. Percentage allocation
 - e. Statistical accounts
 - f. Period budgets
 - g. Year-end rollovers
 - h. Interfaces
 - i. Integration with other modules and external systems
 - j. Online inquiries and reporting
- 15.2 What types of reports are standard? Describe the custom report writing functionality.
- 15.3 Can the standard reports be modified? If so, how easy are they to modify?
- 15.4 Can data be exported to or imported from Excel?

Project and Job Costing

- 16.1 Describe the proposed solution's project accounting functionality and any limitations, including project number integration into accounting number structure and hierarchies.
- 16.2 Does the solution enable the user to define project/cost centers? Describe the functionality, any limitations, and alternatives.
- 16.3 What types of reports are standard? Describe the custom report writing functionality.
- 16.4 Can the standard reports be modified? If so, how easy are they to modify?
- 16.5 Can data be exported or imported to or from Excel?

III. EMPLOYER REPORTING AND MAINTENANCE SOLUTION

- 17.1 Describe your solution recommendation based on the Respondent minimum qualifications and project objectives described in the RFP. Please provide relevant diagrams detailing out-of-the-box vs. customized applications including a description of each component, internal and external application interfaces, batch processing, and business processes.
- 17.2 Describe the proposed solution's functionality and any limitations, including:
 - a. Integration with GL and reconciliation modules
 - b. Interfaces
 - c. Data elements
 - d. Ability to perform real-time validations with integrated solutions

IV. RECONCILIATION SOLUTION

- 18.1 Describe your solution recommendation based on the Respondent minimum qualifications and project objectives we have described in the RFP. Please provide relevant diagrams detailing out-of-the-box vs. customized applications, including a description of each component, internal and external application interfaces, batch processing, and business processes.
- 18.2 Describe the proposed solution's functionality and any limitations including:
 - a. Three tier (Fund, Plan, Employer) four-way match (Payroll Date, Transaction Date, Employer Number, Member)
 - b. Wage and contributions
 - c. Adjustments (prior and current period)
 - d. Interest and expense allocations
 - e. Integration with Employer Reporting and Maintenance Module, GL, TOS, ASA record keeper, bank, etc.
 - f. Interfaces with third-party systems, lock-boxes, etc.

V. HUMAN RESOURCE INFORMATION SYSTEM SOLUTION

- 19.1 Describe your solution recommendation based on the Respondent minimum qualifications and project objectives described in the RFP. Please provide relevant diagrams detailing out-of-the-box vs. customized applications, including a description of each component, internal and external application interfaces, batch processing, and business processes.
- 19.2 Describe proposed solution's functionality and any limitations, including:
 - a. Workforce administration
 - b. Time and expense (to be interfaced with proposed job costing module)
 - c. Health and welfare benefit administration
 - d. Learning management
 - e. Staffing
 - f. Performance management

- g. Succession planning
- h. Recruiting

Payroll

- 20.1 Describe the proposed solution's functionality and any limitations, including:
 - a. Menu-driven functionality
 - b. Nontaxable pay
 - c. Tax withholding at state, local, county level
 - d. Job classification
 - e. Paid time off
 - f. Employee-specific labor hour tracking
 - g. Departmental statistics
 - h. Time and expense reimbursements (to be interfaced with proposed GL module)
- 20.2 Describe user-definable deduction file maintenance functionality and any limitations, including
 - a. YTD, MTD, QTD, and current payroll period deduction records
 - b. GL account mapping
 - c. Deductions fixed or percentage of gross
 - d. Maximum number of deductions and one-time deductions
- 20.3 Describe the proposed solution's GL journal entry preparation for all payroll transactions, including functionality and any limitations.
- 20.4 Describe manual check functionality and limitations, including GL journal entry preparation.
- 20.5 Describe the payroll check reconciliation process, including functionality and any limitations.
- 20.6 Describe online payroll history file, including format, functionality, and any limitations.

ATTACHMENT C - SUMMARY OF FEES

1. Provide a fee quote for PERF and TRF together based upon the requirements and information in this RFP. Be sure to note any assumptions made. Fee quote must be structured in a manner that the total expected annual cost is easily visible.
2. Provide a fee quote for PERF only based upon the requirements and information in this RFP. Be sure to note any assumptions made. Fee quote must be structured in a manner that the total expected annual cost is easily visible.
3. Provide a fee quote for TRF only based upon the requirements and information in this RFP. Be sure to note any assumptions made. Fee quote must be structured in a manner that the total expected annual cost is easily visible. Ensure that a breakout of costs is provided for the various functions.
4. Background investigation costs, as noted in Section 40 of the sample contract, shall be the sole responsibility of the Respondent.
5. Provide a detailed schedule of fees for out-of-scope services.
6. Detail expected increases for ongoing and maintenance fees.

FAILURE TO SUBMIT A DETAILED FEE PROPOSAL MAY ELIMINATE YOUR ORGANIZATION FROM CONSIDERATION.

Module Cost Summary – Finance/Accounting Solution								
	Implementation Costs						Annual Costs	Total
	Q1	Q2	Q3	Q4	Q5	Q6		
Functional Requirements								
Hardware								
Software								
System Development								
Solution Setup and Customization (Including Web)								
Systems Testing								
Hosting Setup								
Customization of Reports								
Data Conversion and Testing								
SetUp of Ongoing Data Interfaces								
Training								
Imaging/Records Conversion								
Implementation								
Licensing Fees								
Maintenance Fees								
Total								
(1) Please provide a breakout of the cost components by modules in the following charts.								

Module Cost Summary – Employer Reporting and Maintenance Solution								
	Implementation Costs						Annual Costs	Total
	Q1	Q2	Q3	Q4	Q5	Q6		
Functional Requirements								
Hardware								
Software								
System Development								
Solution Setup and Customization (Including Web)								
Systems Testing								
Hosting Setup								
Customization of Reports								
Data Conversion and Testing								
Setup of Ongoing Data Interfaces								
Training								
Imaging/Records Conversion								
Implementation								
Licensing Fees								
Maintenance Fees								
Total								
(1) Please provide a breakout of the cost components by modules in the following charts.								

Module Cost Summary – Reconciliation Solution								
	Implementation Costs						Annual Costs	Total
	Q1	Q2	Q3	Q4	Q5	Q6		
Functional Requirements								
Hardware								
Software								
System Development								
Solution Setup and Customization (Including Web)								
Systems Testing								
Hosting Setup								
Customization of Reports								
Data Conversion and Testing								
Setup of Ongoing Data Interfaces								
Training								
Imaging/Records Conversion								
Implementation								
Licensing Fees								
Maintenance Fees								
Total								
(1) Please provide a breakout of the cost components by modules in the following charts.								

Module Cost Summary – HRIS Solution								
	Implementation Costs						Annual Costs	Total
	Q1	Q2	Q3	Q4	Q5	Q6		
Functional Requirements								
Hardware								
Software								
System Development								
Solution Setup and Customization (Including Web)								
Systems Testing								
Hosting Setup								
Customization of Reports								
Data Conversion and Testing								
Setup of Ongoing Data Interfaces								
Training								
Imaging/Records Conversion								
Implementation								
Licensing Fees								
Maintenance Fees								
Total								
(1) Please provide a breakout of the cost components by modules in the following charts.								

Integrated Solution Cost Summary								
	Implementation Costs						Annual Costs	Total
	Q1	Q2	Q3	Q4	Q5	Q6		
Finance/Accounting Solution ¹								
Employer Reporting and Maintenance Solution ¹								
Reconciliation Solution ¹								
HRIS Solution ¹								
Total								
(1) Please provide a breakout of the cost components by modules in the following charts.								

Cost By Module/System

Module	PERF Only		TRF Only		PERF and TRF	
	Implementation	Ongoing	Implementation	Ongoing	Implementation	Ongoing
<i>Finance/Accounting (All)</i>						
- General Ledger						
- A/R						
- Purchase Requisitions						
- Purchase Orders						
- A/P						
- Budget						
- Project Costing						
- Project Management						
<i>Employer Reporting and Maintenance Contribution</i>						
<i>Reconciliation</i>						
<i>HRIS (All)</i>						
- Workforce Administration						
- Time and Expense						
- Health and Welfare Benefit Administration						
- Staffing						
- Performance Management						
- Payroll						
- Recruiting						
- Skills Assessment						
Total ALL Modules						

ATTACHMENT D - SUPPORTING DOCUMENTATION

D.1 Statutes

The following is a nonexclusive list of statutes and/or rules from the Indiana Code and Indiana Administrative Code respectively with which PERF and TRF must comply. Any Respondent will be expected to comply with such statutes and rules as they now exist or are hereafter amended and such other statutes or rules that may be adopted from time to time. The following are the primary statutes and administrative code provisions related to each fund:

- **PERF Fund:** IC 5-10.2; IC 5-10.3; 35 IAC 1.2
- **JU Fund:** IC 33-38
- **EGC Fund:** IC 5-10-5.5; 35 IAC 4
- **77 Fund:** IC 36-8-8; 35 IAC 2
- **PA Fund:** IC 33-39
- **LE Fund:** IC 2-3.5; IC 5-10.2; 35 IAC 1.2-6-7
- **TRF Fund:** IC 5-10.2; IC 5-10.4; 550 IAC 2 through 550 IAC 7

Please note that additional provisions throughout the Indiana Code and Indiana Administrative Code apply to the various funds and will be applicable to the administration of the funds.

ATTACHMENT E - SAMPLE CONTRACT FOR SERVICES

The following sample contract is the base contract that will be used if an award is made. If Respondent wishes to amend any term of the contract, it must be submitted as an amendment to the contract attached to this RFP. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required (if the required change is unacceptable to PERF and TRF, the Respondent's proposal will be considered unacceptable) or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP. Desired changes are unlikely to be added unless PERF and TRF determines in its sole discretion that the performance of services under the contract is dependent upon such changes.

While it is the anticipation of PERF and TRF that separate contracts will be executed, the proposals need to address the needs of both funds. It is the expectation of PERF and TRF that the Respondent will review the sample contract and provide desired changes for both PERF and TRF.

PROFESSIONAL/PERSONAL SERVICES CONTRACT

This Contract ("this Contract"), entered into by and between The Indiana State Teachers' Retirement Fund (the "Fund" or "Fund") and _____ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Contractor shall provide the following services relative to this Contract:

2. Consideration

Remuneration under this contract will be paid pursuant to Exhibit _____.

3. Term

This Contract shall be effective for a period of three (3) years. It shall commence on _____ and shall remain in effect through _____.

4. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Board of Directors of Fund. The term of the renewed contract may not be longer than the term of the original contract.

5. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by Fund or its authorized designees. Copies shall be furnished at no cost to Fund if requested.

Upon execution of this Contract, the Fund will provide Contractor with a list of authorized persons ("Authorized Persons") who will be permitted to advise, inform, and direct Contractor on the Fund's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this Contract. The list of Authorized Persons and any changes to such list shall be made in writing to Contractor and signed by the Fund's Executive Director or the Executive Director's designee. Until notified of any such change, Contractor may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the Fund. In the event the Fund fails to designate an Authorized Person, the Contractor shall take direction solely from the Executive Director.

All authorized instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions, including email; *provided, however*, that Contractor may, in its discretion, accept verbal authorized instructions subject to written confirmation of same from such Authorized Person. If Contractor receives instructions or notices from a source other than an Authorized

Person, Contractor shall not comply with them and shall immediately notify the Fund's Executive Director in writing of such unauthorized instructions or notices.

6. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without Fund's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of Fund, provided that the Contractor gives written notice (including evidence of such assignment) to Fund thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.* and audit guidelines specified by the Fund. If an error is discovered as a result of an audit performed by Contractor or Fund, or if Contractor becomes aware of any error through any other means, Contractor shall use commercially reasonable efforts to promptly correct such error or to cause the appropriate party to correct such error.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the Contractor when accepted by Fund.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by Fund. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

10. Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by Fund and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with Fund as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, Fund may, in its sole discretion,

terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6 and 4-2-7.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify Fund of any such actions. During the term of such actions, the Contractor agrees that Fund may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and Fund decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that Fund may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for Fund. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with Fund.

H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the undersigned Fund representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. Fund shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of Fund Information

The Contractor understands and agrees that information, data, and materials disclosed to Contractor, by or on behalf of the Fund or any of its, members, participants, employees, customers or third party service providers, may contain confidential and protected information; therefore, the Contractor promises and assures that data, materials, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will be treated as confidential and will not be disclosed to or discussed with other parties without the prior written consent of the Fund.

The parties acknowledge that the services to be performed by Contractor for Fund under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by Fund in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and Fund agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor as a result of Contractor's error, Contractor agrees to pay all commercially reasonable costs associated with the disclosure including, but not limited to, any costs associated with distributing a notice of disclosure of a breach of the security of the system in addition to any other claim and expenses for which it is liable under the terms of the Contract.

13. Conflict of Interest

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means Fund Ethics Commission.

- B.** The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of Fund.
- C.** The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by Fund of the interested party does not violate any statute or rule relating to ethical conduct of Fund employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

- D. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of Fund. The obligation under this section extends only to those facts that the Contractor knows or reasonably could know.

14. Debarment and Suspension

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, attorney or paralegal providing services to Fund, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all lawyers receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify Fund if any lawyer providing services under this contract becomes debarred or suspended, and shall, at the Fund’s request, take all steps required to terminate work to be performed by such person under this Contract.

15. Default by Fund

If Fund, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and Fund agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by Fund or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

Fund may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by Fund to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract. herein.

The parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

17. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-

free workplace. The Contractor will give written notice to Fund within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Fund of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with Fund for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, as amended, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying Fund in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation

When the Board of Trustees makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless Fund, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. Fund shall **not** provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. The Contractor will also ensure that all lawyers providing services under this contract have adequate malpractice insurance.

23. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract

for whatever reason, Fund shall have the right to terminate this Contract upon thirty (30) days prior written notice.

- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of Fund.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

24. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. Fund shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify Fund immediately and Fund, at its option, may immediately terminate this Contract.

25. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

26. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

27. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to Fund shall be sent to:

Indiana State Teachers' Retirement Fund
150 West Market St., #300
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

(Include contact name and/or title, name of vendor, specific address.)

28. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by Fund, (3) the RFQ, (4) Contractor's response to RFQ, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

29. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to Fund and all such materials will be the property of Fund. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Fund, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by Fund and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to Fund.

30. Reports

The Contractor shall submit reports under this Contract to the Funds upon request, and in no event less than as of each month end. The report shall be written. The report shall be in a form agreed to between the Fund and Contractor.

At Funds' request and at mutually agreed upon times, Contractor shall meet with the Funds to review Contractor's performance. Contractor shall be available to answer questions by the Fund's General Counsel, Executive Director and Board members from time to time as needed without additional charge

31. Payments

All payments shall be made in arrears in conformance with Fund fiscal policies and procedures and, as

required by law. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract.

32. Penalties/Interest/Attorney's Fees

Fund will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the Fund's failure to make prompt payment shall be based solely on the amount of funding originating from Fund and shall not be based on funding from federal or other sources.

33. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

34. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

35. Taxes

Fund is exempt from most Fund and local taxes and many federal taxes. Fund will not be responsible for any taxes levied on the Contractor as a result of this Contract.

36. Termination for Convenience

This Contract may be terminated, in whole or in part, by Fund whenever, for any reason, Fund determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. Fund will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37. Termination for Default

A. With the provision of thirty (30) days notice to the Contractor, Fund may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If Fund terminates this Contract in whole or in part, it may acquire, under the terms and in the manner Fund considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Fund for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. Fund shall pay the contract price for completed supplies delivered and services accepted. The Contractor and Fund shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. Fund may withhold from these amounts any sum Fund determines to be necessary to protect Fund against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of Fund in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

38. Termination

Notwithstanding anything to the contrary, this Contract may be terminated by the Fund, in whole or in part, for any reason, by delivery of a notice of termination at least five (5) days prior to the termination effective date. The Contractor shall be compensated for services rendered prior to the effective date of termination.

The Fund will not be liable for services performed after termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to Contractor exceed the original contract price plus changes approved or directed in writing by the Fund. In no event shall the Fund's termination of the Contract under this section be deemed a waiver of either party's right to make a claim against the other party for damages resulting from any default by such other party which occurred prior to the termination effective date. Additionally, the Fund may terminate this contract immediately in the event that the Fund, in its sole discretion, considers such action necessary to protect the plan or assets in the trust.

In the event of any termination of this contract, all terms and conditions herein shall continue to apply through the termination effective date and through any period following such date during which Contractor shall continue to perform the services required under this Contract, in order to complete any transactions pending on the termination effective date and to facilitate an orderly transition to a successor contractor ("Transition Period"). Such Transition Period shall not exceed thirty (30) days after the termination effective date. If the Fund terminates this Contract, unless otherwise expressly directed by Fund, Contractor shall take all necessary steps to stop services under this Contract on the termination effective date.

Upon any termination of this Contract by Fund and to the extent directed in writing by Fund, Contractor shall continue to serve as a contractor hereunder at the then-existing compensation level for the duration of the Transition Period. After the additional services have been performed, and the Transition Period is completed, Contractor, subject to the terms and conditions of this Contract, shall be compensated for the Transition Period, if any, at its then-existing compensation level. Contractor shall cooperate with Fund in good faith to affect a smooth and orderly transfer of such services and all applicable records by the termination effective date. Upon termination of this contract, Contractor shall retain all Fund records in accordance with the record retention provisions set forth in the Access to Records section of this Contract.

39. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by Fund and in accordance with Fund Travel Policies and Procedures. Out-of-state travel requests must be reviewed by Fund for availability of funds and for appropriateness per Circular guidelines.

40. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

41. Work Standard.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Fund becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, Fund may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

42. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the Fund, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the Fund shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT and the Fund in advance. The Fund may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

43. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, and for any period of time Contractor is obligated to provide services following the expiration of this Contract pursuant to section 13.1 herein, the following insurance coverage, covering the Contractor for claims which may arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the Fund.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned Fund representative a certificate of insurance prior to the commencement of this Contract and proof of workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" or evidence of an alternative plan of benefits as

permitted by law covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insured must have a certificate of authority issued by the Indiana department of Insurance.
2. Any deductible or self insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The Fund will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Fund under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or materially modified without thirty (30) days prior written notice to the undersigned Fund.
5. Failure to provide insurance as required in this Contract may be deemed a material breach of Contract entitling the Fund to immediately terminate this Contract.

39. Minority and Women's Business Enterprise Compliance

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, and agrees to comply with all Minority and Women's Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5. The Contractor further agrees to cooperate fully with the Minority and Women's Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required

45. Background Investigations

All employees of Contractor who require access to the Fund's building at 150 West Market, Indianapolis, Indiana, or the Fund's confidential information shall be subject to the following personal background investigations: (i) Indiana State Police criminal history background check; (ii) Federal Bureau of Investigation fingerprint check; and (iii) Indiana Department of Revenue tax liabilities check. The Fund shall, in its sole discretion, decide whether the results of such background checks are acceptable. Costs associated with these background checks shall be the sole responsibility of the Contractor.

46. Investigations and Complaints

To the extent permitted by applicable law, Contractor shall promptly advise Fund in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this Contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, the Fund shall maintain the confidentiality of all such information until investigating entity makes the information public.

47. Continuity of Services

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the Fund and must be continued without interruption and that, upon Contract expiration, a successor, either the Fund or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the Fund's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Fund's approval. The Contractor shall provide sufficient availability during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

D. Except when the Contract terminates by expiration of its term, Contractor shall give thirty (30) days advance notice of intent

48. Employment Option

If the Fund determines that it would be in the Fund's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the Fund or the employee.

49. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and Fund have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor:)

By: _____
Printed Name: _____
Title: _____
Date: _____

(Fund):

By: _____
Printed Name: _____
Title: _____
Date: _____

**ATTACHMENT F – MANDATORY VENDOR FORMS
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the Vendor is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form is designed to indicate whether there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.buyindiana.in.gov.

If participation is met through use of vendors who supply products and/or services directly to the Vendor, the Vendor must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Vendors must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals may be considered in the evaluation of your Proposal. The Indiana Department of Administration reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Vendors are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the Proposal, the Vendor acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#

DUE DATE:

TOTAL BID AMOUNT:

☐ **MBE Firm**

☐ **WBE Firm**

Company Name:

Contact Person:

Address:

E-mail:

Telephone Number: **Fax Number:**

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Sub-Contract Amount:

Describe service/product to be provided:

Sub-Contract Percentage of Total Bid:
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Provide approximate dates when Sub-Contractor will perform on this project:

☐ **MBE Firm**

☐ **WBE Firm**

Company Name:

Contact Person:

Address:

E-mail:

Telephone Number: **Fax Number:**

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Sub-Contract Amount:

Describe service/product to be provided:

Sub-Contract Percentage of Total Bid:
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Provide approximate dates when Sub-Contractor will perform on this project:

Vendor Firm

Telephone Number

Address

City/State/Zip Code

Representative

Date

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

INDIANA ECONOMIC IMPACT STATEMENT



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	<u>Prime Contractor Company</u> <u>Name:</u>	
18	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company</u> <u>Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:				

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

TAXPAYER IDENTIFICATION NUMBER REQUEST

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form

Taxpayer Identification Number Request

State Form 23743 (R 07/01)

State of Indiana

Approved by State Board of Accounts 2001

Approved by Auditor of State 2001

W-9

DO NOT send to IRS

Print or Type	Return to address below
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above
<input type="checkbox"/> Individual (Individual's SSN) _____ <input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN _____ EIN _____ <input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN) _____ <input type="checkbox"/> Estate/Trust (Legal Entity's EIN) _____ Note: Show the name and number of legal trust, or estate, not personal representatives <input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) _____ <input type="checkbox"/> Corporation Do you provide legal or medical serv. <input type="checkbox"/> Yes <input type="checkbox"/> No (Corp's EIN) _____ <input type="checkbox"/> Government (or Government operated entity) (Entity's EIN) _____ <input type="checkbox"/> Organization Exempt from Tax under Section 501(a) Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No (Org's EIN) _____ <input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under Penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND

(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)

CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type)

AUTHORIZED SIGNATURE

Title

Date

Phone

Agency

Agency use only

☐ Yes☐ No Approved by

1099

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION



APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112
Approved By State Board Of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.
23-1-49-3

Filing Fee: \$90.00

NOTES:

1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY OF

A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned officer of the above corporation which was formed as:

☐ A general business corporation

☐ A professional corporation

desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

ARTICLE I: Name

Name of Corporation (Must be identical to name shown in Articles of Incorporation and Amendments thereto)

ARTICLE II: Address of Corporation

Address of the principal office of corporation (Number and street, city, state and ZIP code)

ARTICLE III: Registered Office and Registered Agent

Name of the Registered Agent of the corporation (cannot be the corporation itself)

Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)

INDIANA

ZIP code

ARTICLE IV: Date and State of Incorporation and Duration of Existence

Date of incorporation in domiciliary state:

State of incorporation

Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)

ARTICLE V: Corporate Officers

The names and business addresses of the officers of the Corporation:

Name	Title	Address (Number, street, city, state and ZIP code)

APPENDIX I

PERF Pro-Forma Chart of Accounts			
Account	PERF	Fund	Employer
Assets			
Cash and Cash Equivalents	x	x	
Securities Lending Collateral	x	x	
Receivables			
Accounts Receivable ER		x	x
Other Accounts Receivable (2)			x
Contributions		x	
Investment Income	x	x	
Due From Other Funds	x	x	
Investment and Contract Sales	x	x	
Member Loans		x	
Miscellaneous Receivable	x		
Due From Teachers' Retirement Fund	x	x	
Investments			
Debt Securities	x	x	
Equity Securities	x	x	
Mutual Funds and Collective Trust Funds	x	x	
Other	x	x	
Capital Assets			
Land	x		
Building	x		
Office Equipment	x		
Accumulated Depreciation	x		
Liabilities			
Accounts Payable	x	x	
Salaries and Benefits Payable	x		
Death Benefits Payable		x	
Investment Payable	x	x	
Due to Teachers' Retirement Fund	x	x	
Securities Lending Collateral	x		
Due to Other Funds	x	x	
Compensated Absences Liability-Long Term	x		
Net Assets Held in Trust for:			
Pension Benefits	x	x	x
Future Death Benefits	x	x	
State and Local Units	x	x	

Account	PERF	Fund	Employer
Additions			
Contributions:			
Members		X	
Employers		X	
Additions from Cities and Towns	X	X	
Other Contributions from State of Indiana:			
Cigarette Tax	X	X	
Alcohol Tax	X	X	
Bail Bond and Private University Fees	X	X	
Lottery Proceeds	X	X	
Investment Income:			
Investment Income	X	X	
Securities Lending Income	X	X	
Less Investment Expenses:			
Securities Lending Expenses	X	X	
Other Investment Expenses	X	X	
Other Additions:			
Intergovernmental Transfers-	X	X	
Other Retirement Funds	X	X	
Late Fees and Miscellaneous Income	X	X	X
Pension	X	X	
Deductions			
Pension and Disability Benefits	X	X	
Death Benefits	X	X	
Distribution of Contributions and Interest	X	X	
Intergovernmental Transfers-	X	X	
Other Retirement Funds	X	X	
Pension Relief Distributions	X	X	
Local Unit Withdrawals	X	X	
Administrative Expenses	X	X	
Beginning Net Assets Held in Trust for:			
Pension Benefits	X	X	X
State and Local Units	X	X	
Future Death Benefits	X	X	

TRF Pro-Forma Chart of Accounts

Account	TRF	Account*	Employer
Assets			
CASH ON DEPOSIT WITH STATE TREASURER	X		
NATIONAL CITY BANK CHECKING ACCOUNT	X		
Receivables			
EMPLOYER CONT. RECEIVABLE - FEDERAL FUNDS	X	X	X
EMPLOYER CONT. RECEIVABLE - HIGHER EDUCATION	X	X	X
EMPLOYER CONT. RECEIVABLE - 96 FUND	X	X	X
EMPLOYER CONT. RECEIVABLE - STATE LOTTERY	X	X	
MEMBER DEDUCTIONS RECEIVABLE	X	X	X
INVESTMENT INTEREST RECEIVABLE	X		
DIVIDENDS RECEIVABLE	X		
SECURITIES LENDING INCOME RECEIVABLE	X		
RECEIVABLES FOR BOND INVESTMENT SECURITIES SOLD	X		
RECEIVABLES FOR EQUITY INVESTMENT SECURITIES SOLD	X		
RECEIVABLE FROM PERF - ACCOUNT TRANSFERS	X	X	
Investments			
BOND INVESTMENTS	X		
EQUITY INVESTMENTS	X		
OTHER INVESTMENTS	X		
REAL ESTATE INVESTMENT	X		
Capital Assets			
FURNITURE AND EQUIPMENT	X		

Account	TRF	Account*	Employer
ACCUMULATED DEPRECIATION	X		
Liabilities			
ACCOUNTS PAYABLE - ADMINISTRATIVE EXPENSE	X		
ACCOUNTS PAYABLE - ACCRUED COMPENSATED ABSENCES - CURRENT	X		
ACCOUNTS PAYABLE - ACCRUED COMPENSATED ABSENCES - LONG-TERM	X		
ACCOUNTS PAYABLE - OTHER	X		
PAYABLES FOR BOND INVESTMENT SECURITIES PURCHASED	X		
PAYABLES FOR EQUITY INVESTMENT SECURITIES PURCHASED	X		
EMPLOYER CONTRIBUTIONS RECEIVED IN ADVANCE	X	X	X
MEMBER DEPOSITS RECEIVED IN ADVANCE	X	X	X
PAYABLE TO PERF - ACCOUNT TRANSFERS	X	X	
Net Assets held in Trust for:			
MEMBER ANNUITY SAVINGS ACCOUNT	X	X	
MEMBER RETIREMENT ROLLOVER ACCOUNTS	X	X	
EMPLOYER ACCUMULATED RESERVES - (96 FUND)	X	X	
RESERVE FOR BENEFITS IN FORCE - NORMAL RETIREMENT(RETIREEES)	X	X	
RESERVE FOR BENEFITS IN FORCE - OUTDATED CHECKS	X	X	

Account	TRF	Account*	Employer
RESERVE FOR BENEFITS IN FORCE – PENSION STABLIZATION FUND	X	X	
RESERVE FOR BENEFITS IN FORCE – COLA’S	X	X	
RESERVE FOR BENEFITS IN FORCE – RETIREMENT ALLOW ACCT(96 FUND)	X	X	
Additions			
Contributions			
INCOME FROM EMPLOYER CONTRIBUTION (STATE PENSION)	X	X	
INCOME FROM EMPLOYER CONTRIBUTION (STATE LOTTERY)	X	X	
INCOME FROM EMPLOYER CONTRIBUTIONS (AUDITOR OF STATE)	X	X	X
INCOME FROM EMPLOYER CONTRIBUTION (PENSION STABILIZATION FUND)	X	X	
INCOME FROM EMPLOYER CONTRIBUTION (POST ANNUITIES)	X	X	
INCOME FROM EMPLOYER CONTRIBUTION (O.E.E.)	X	X	
INCOME FROM EMPLOYER CONTRIBUTION (FEDERAL)	X	X	X
INCOME FROM EMPLOYER CONTRIBUTION (HIGHER EDUCATION)	X	X	X

Account	TRF	Account*	Employer
INCOME FROM EMPLOYER CONTRIBUTION (96 FUND)	X		X
INTERFUND REVENUES (RETIRED TEACHERS RESERVES)	X	X	
INTERFUND REVENUES (STATE RESERVES)	X	X	
INCOME FROM MEMBER DEDUCTIONS	X	X	X
INCOME FROM EMPLOYER CONTRIBUTIONS MADE BY EMPLOYEE	X	X	
INCOME FROM ROLLOVERS RECEIVED	X	X	
RENTAL INCOME	X		
REIMBURSEMENT OF ADMINISTRATIVE EXPENSE	X		
Investment Income			
INTEREST INCOME	X		
SECURITIES LENDING INCOME	X		
DIVIDENDS INCOME	X		
APPRECIATION/DEPRECIATION ON INVESTMENTS	X		
MISCELLANEOUS RECEIPTS	X		
Deductions			
RETIREMENT ANNUITIES (PENSION - RETIREES)	X	X	
RETIREMENT ANNUITIES (PENSION - STATE)	X	X	
RETIREMENT ANNUITIES (PENSION - 96 FUND)	X	X	

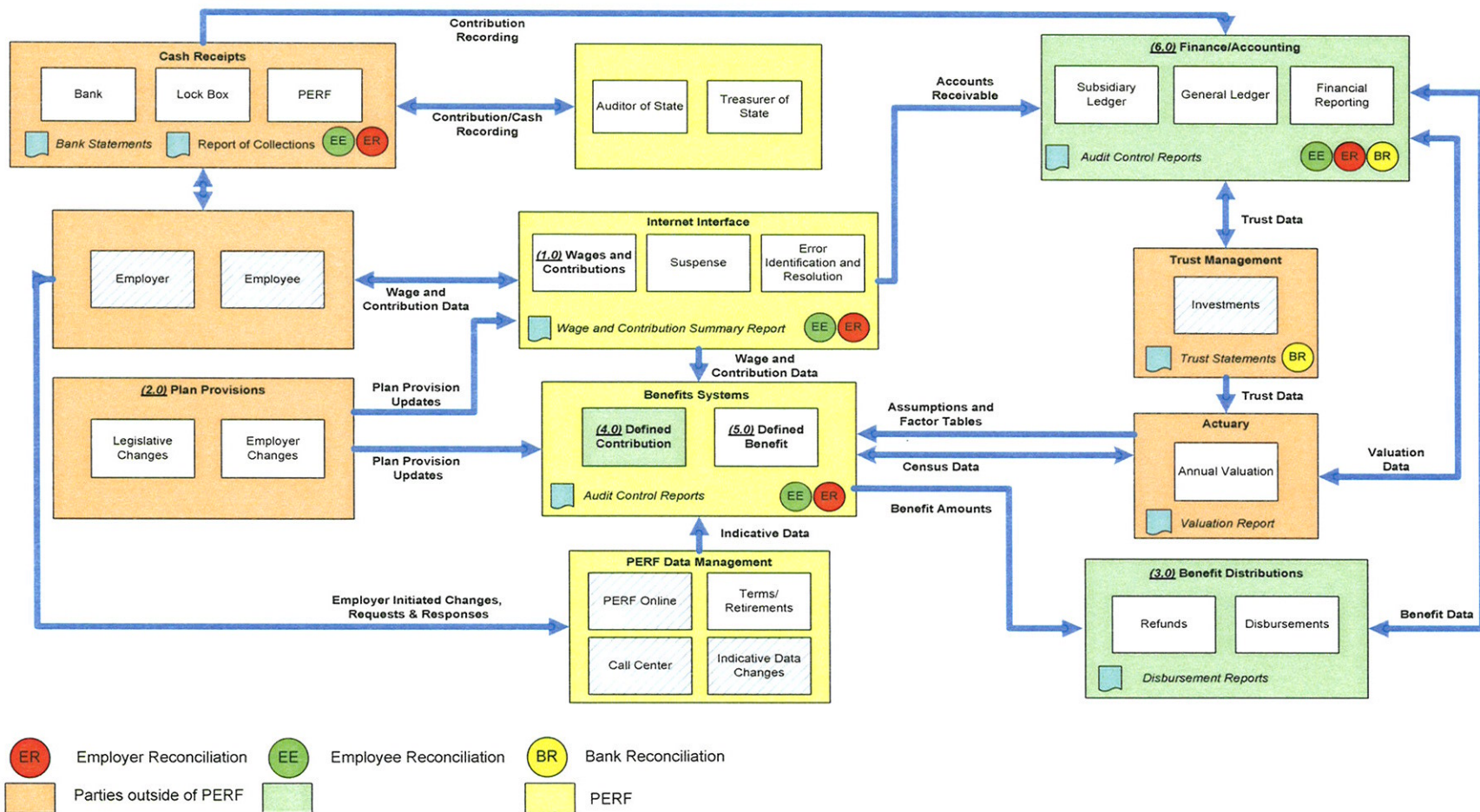
Account	TRF	Account*	Employer
RETIREMENT ANNUITIES (POST)	X	X	
DISABILITY BENEFITS	X	X	
VOLUNTARY WITHDRAWALS	X	X	
ROLLOVER WITHDRAWALS	X	X	
DEATH WITHDRAWALS	X	X	
INTERFUND EXPENDITURES (EMPLOYER)	X	X	
INTERFUND EXPENDITURES (MEMBER DEDUCTIONS)	X	X	
INTERFUND EXPENDITURES (MEMBER DEDUCTIONS - INTEREST)	X	X	
SALARIES AND WAGES	X		
SOCIAL SECURITY - EMPLOYER SHARE	X		
HEALTH INSURANCE - EMPLOYER SHARE	X		
LIFE INSURANCE - EMPLOYER SHARE	X		
RETIREMENT FUND - EMPLOYEE AND EMPLOYER SHARE	X		
ACTUARIAL SERVICES	X		
AUDIT SERVICES	X		
INVESTMENT SERVICES	X		
LEGAL SERVICES	X		
DATA PROCESSING SERVICES	X		
OPERATING EXPENSES	X		
DEPRECIATION EXPENSE	X		
OCCUPANCY EXPENSES	X		
CAPITAL EXPENDITURES	X		
INVESTMENT MISCELLANEOUS EXPENSES	X		

* "Account" represents the breakdown between "Pre- 96" and "96" accounts

APPENDIX II
Module Hardware Requirements Summary
As of 4/30/2008

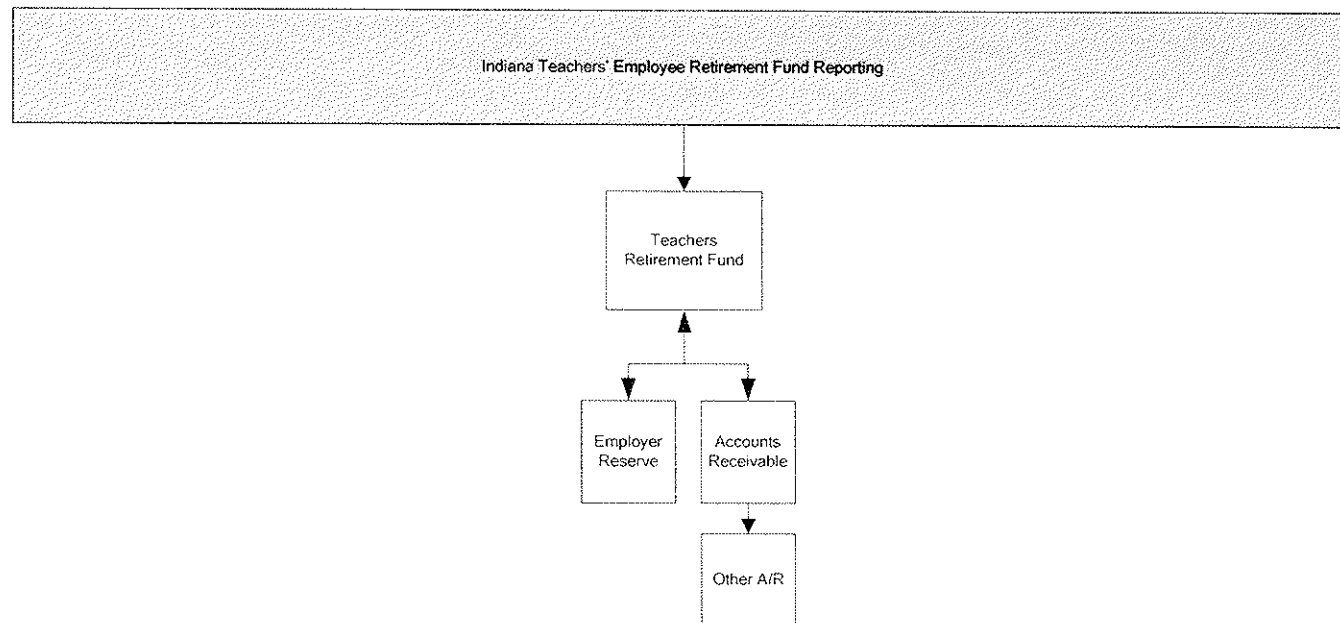
Module	PERF Only	TRF Only	PERF and TRF
<i>Finance/Accounting (All)</i>			
- General Ledger			
- A/R			
- Purchase Requisitions			
- Purchase Orders			
- A/P			
- Budget			
- Project Costing			
- Project Management			
<i>Employer Reporting and Maintenance</i>			
<i>Reconciliation</i>			
<i>HRIS (All)</i>			
- Workforce Administration			
- Time & Expense			
- Health and Welfare Benefit Adm.			
- Staffing			
- Performance Management			
- Payroll			
- Skills Assessment			
ALL Modules			

APPENDIX III **PERF Wage & Contribution Process Overview** **As of 4/30/2008**



APPENDIX IV
TRF Finance Structure as of August 2008

Mega Process: TRF Finance Structure

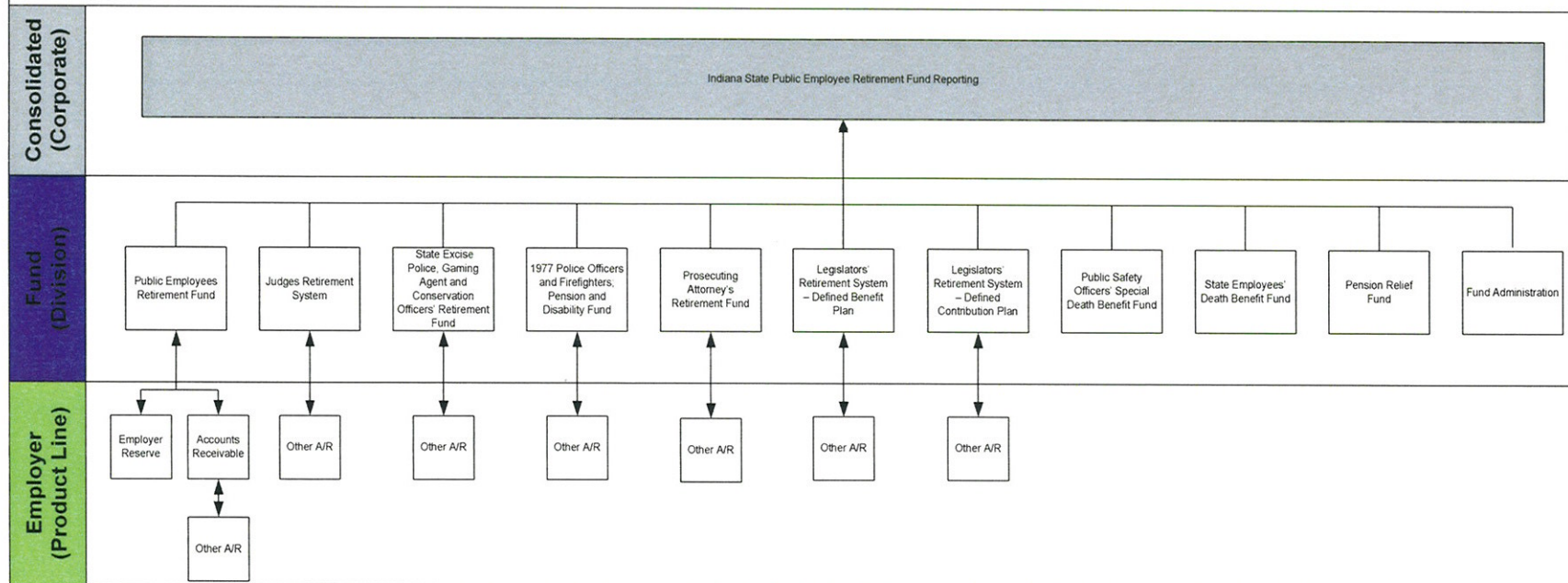


Indiana *PERF*

PERF Finance Structure As of 3/11/2008

Mega Process: PERF Finance Structure 6.0

DRAFT



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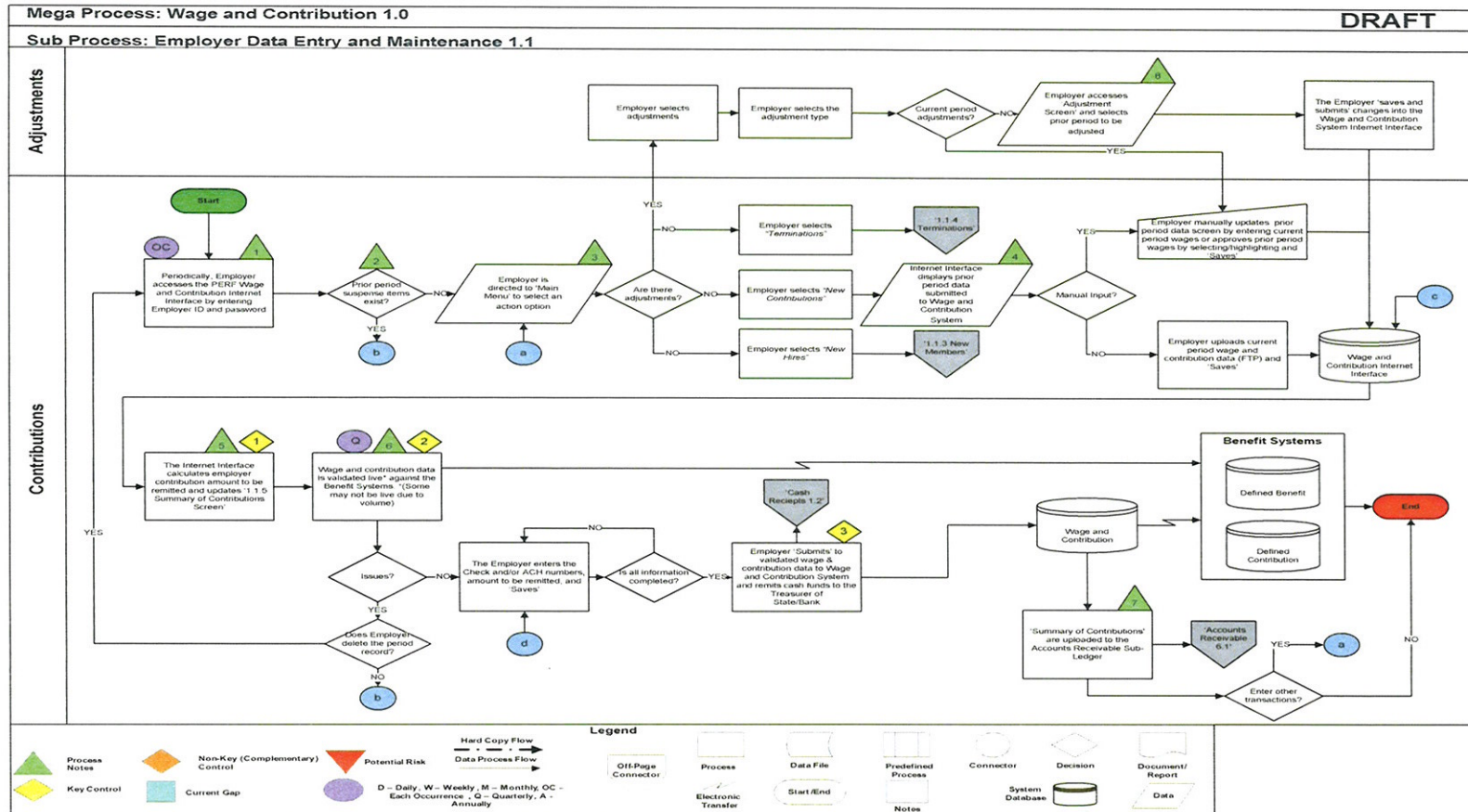
V5

APPENDIX V

PERF Wage & Contribution Process – Employer Data Entry and Maintenance 1.1

Cash Application and Reserve Redesign
As of 3/11/2008

Process Owner (Title):
Key Stakeholder(s) (Title):



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V20

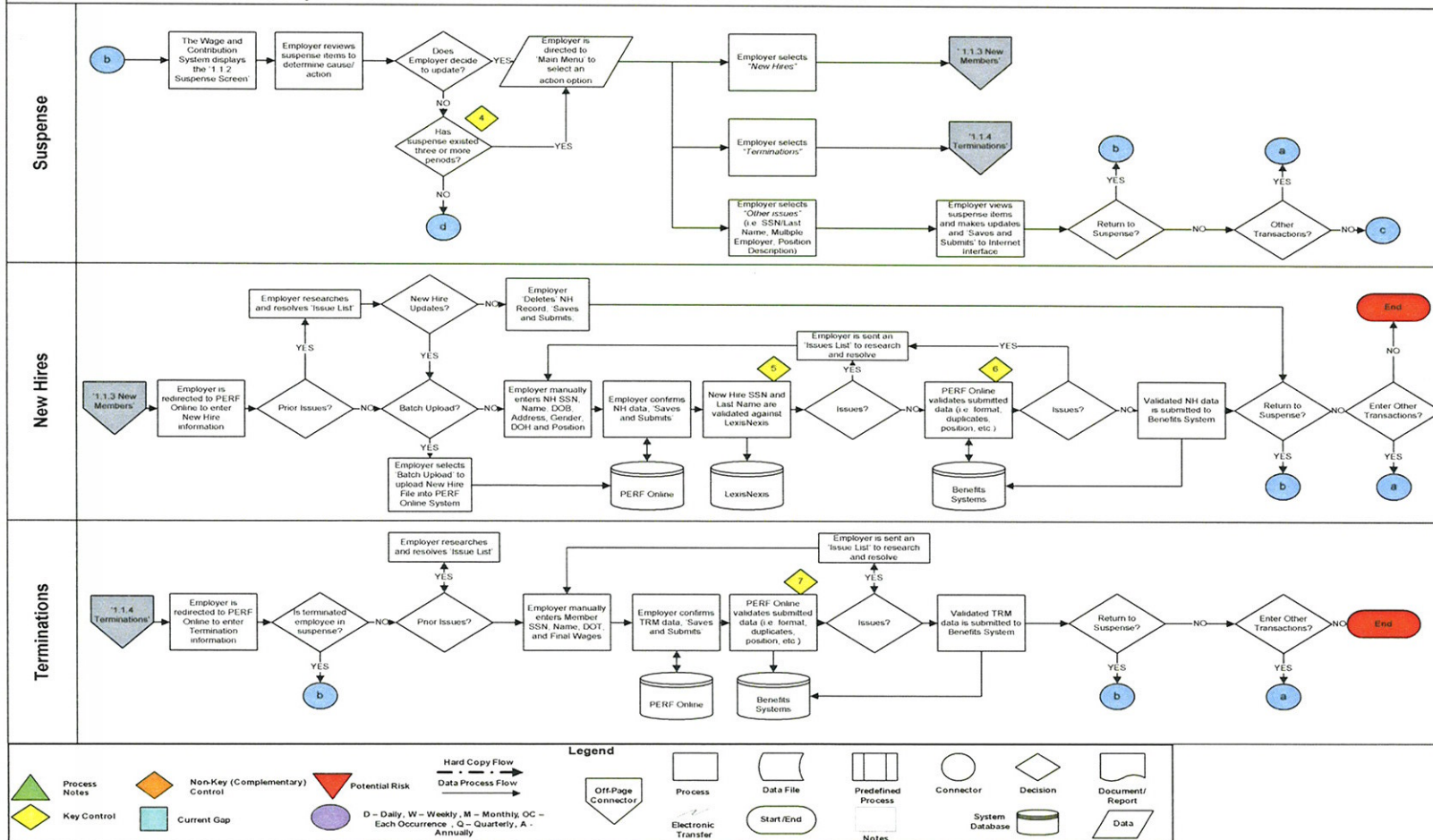
Cash Application and Reserve Redesign
As of 3/11/2008

Process Owner (Title):
Key Stakeholder(s) (Title):

Mega Process: Wage and Contribution 1.0

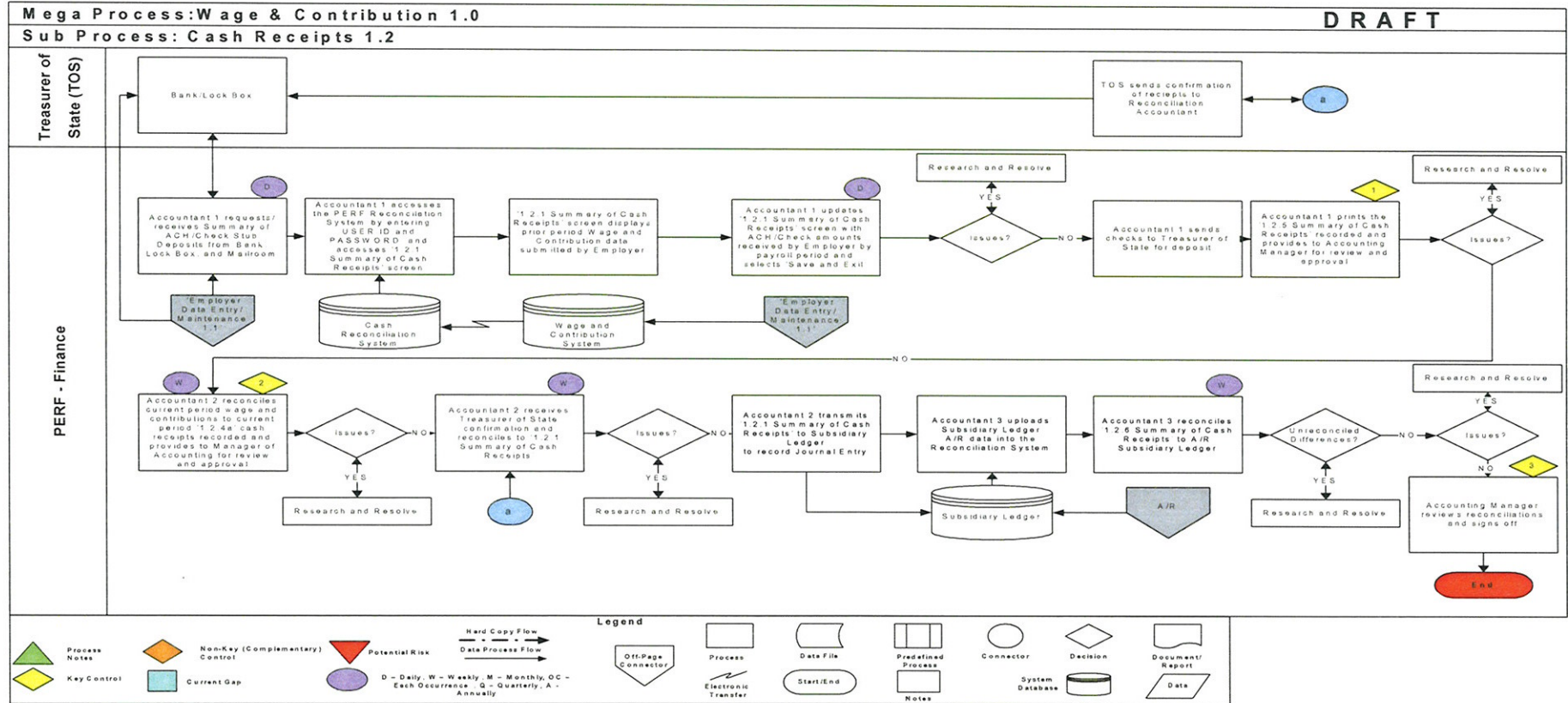
DRAFT

Sub Process: Employer Data Entry and Maintenance 1.1

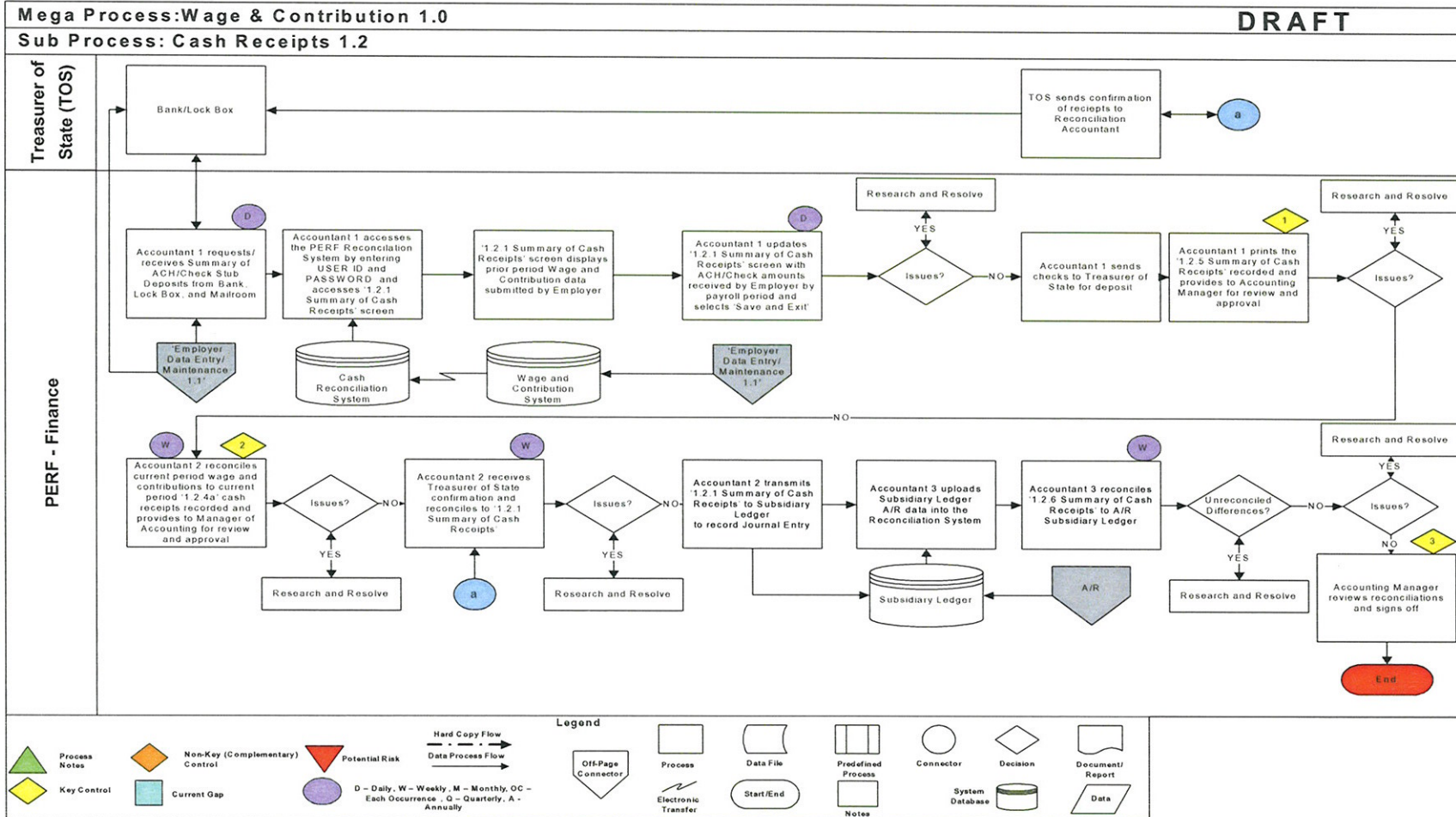


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APPENDIX VI
PERF Wage and Contribution Process – Cash Receipts
Cash Application and Reserve Redesign Project
As of 3/11/2008



Cash Application and Reserve Redesign Project
As of 3/11/2008



This document is confidential deliberative material and is communicated for the purpose of decision making and exempt from public disclosure pursuant to IC 5-14-3-4(b)(6).

V12

APPENDIX VII
Sample Reconciliation and Report Screen Prints

Wage & Contribution System

- [1.1.1 Wage & Contributions System: New Contributions Screen](#)
- [1.1.2 Wage & Contributions System: Suspense Screen](#)
- [1.1.3 Wage & Contributions System: New Employee Screen](#)
- [1.1.4 Wage & Contributions System: Termination Screen](#)
- [1.1.5 Wage & Contribution System: Contribution Summary Report Screen](#)

Reconciliation System

- [1.2.1 Reconciliation System: Summary of Cash Receipts Screen](#)
- [1.2.2 Reconciliation System: Check Register \[Date Report Ran\]](#)
- [1.2.3 Reconciliation System: Discrepancy Report](#)
- [1.2.4 Reconciliation System: Cash Receipts Reconciliation \[Date Report Ran\]](#)
- [1.2.5 Reconciliation System: Day 2 Cash Receipts Reconciliation \[Date Report Ran\]](#)
- [1.2.6 Reconciliation System: Posted Journal Entries](#)
- [1.2.7 Reconciliations System: Subsidiary Ledger Reconciliations Screen](#)

1.1.1 Wage & Contributions System: New Contributions Screen

As of 3/11/08

Employer Name						Payroll Period:MM/DD/YYYY		DB Contribution Amount	ASA Contribution Amount	Voluntary EE Contribution Amount	
Employer ID #	SSN	Member Name	Job Code	Wages	ER Rate	Start Date (mm/dd/yy)	End Date (mm/dd/yy)	ER Contribution Amount	EE Contribution Amount	Pre-Tax	After Tax
00001	999-99-9999	Smith, Joe	XXXX	\$216,400.00	5%			\$10,820.00			
Totals											

(1)

SAVE AS DRAFT

SUBMIT

Submitted: <Transaction Date>		
Type	Check #	Check/ACH Total
Check	<insert check #>	<insert \$>
ACH	<insert ACH #>	<insert \$>
Total		

LEGEND	
Grey	Pre-filled data; but also allows user to input manual data and write over old data
Manilla	Pre-filled data
Blue	Calculated cell
Salmon	Manual data entry

1.1.2 Wage & Contributions System: Suspense Screen

3/11/2008

Employer								
Transaction Date	Payroll Start Date	Payroll End Date	Cleared	Employer ID #	SSN	Member Name	Job Code	Wages
1/1/2008	9/1/2007	12/31/2007	<input checked="" type="checkbox"/>	00001	999-99-9999	Smith, Mary	XXXX	\$XX,XXX.xx
			<input type="checkbox"/>					
			<input type="checkbox"/>					
			<input type="checkbox"/>					

SUBMIT

LEGEND	
Grey	Pre-filled data; but also allows user to input manual data and write over old data
Manilla	Pre-filled data
Blue	Calculated cell
Salmon	Manual data entry

1.1.3 Wage & Contributions System: New Employee Screen

As of 3/11/08

Employer Name					
Employer ID #	SSN	Member Name	Job Code	Wages	ER Rate
Totals					

SAVE AS DRAFT

SUBMIT

LEGEND	
Manilla	Pre-filled data
Blue	Calculated cell
Salmon	Manual data entry

1.1.4 Wage & Contributions System: Termination Screen

3/11/2008

Employer Name						Termination Data	
Employer ID #	SSN	Member Name	Job Code	Wages	ER Rate	Termination Date	Final Wages
Totals							

SAVE AS DRAFT

SUBMIT

Submitted: <Transaction Date>		
Type	Check #	Check/ACH Total
Check	<insert check #>	<insert \$>
ACH	<insert ACH #>	<insert \$>
Total		

LEGEND	
Grey	Pre-filled data; but also allows user to input manual data and write over old data
Manilla	Pre-filled data
Blue	Calculated cell
Salmon	Manual data entry

3/11/2008

LEGEND	
Manilla	Pre-filled data
Salmon	Manual data entry
Blue	Calculated cell

1.2.1 Reconciliation System: Summary of Cash Receipts Screen

3/11/2008

	A	B	C	D	E	F	G	H	I
	Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received	Discrepancy
x	2/1/2008	00001	Employer 1	233	\$20,000.00	\$20,000.00	233	2/5/2008	\$ -
x	2/1/2008	00002	Employer 2	551	\$10,820.00	\$9,500.00	551	2/5/2008	\$ 1,320.00
x	2/1/2008	00002	Employer 2	232	\$5,000.00				
x	2/2/2008	00015	Employer 15	101	\$1,200.00	\$1,200.00	101	2/6/2008	\$ -
x	2/2/2008	00100	Employer 100	122	\$24,500.00	\$22,500	122	2/6/2008	\$ 2,000.00
	2/2/2008	00040	Employer 40	621	\$8,000.00				

TOTALS

\$69,520.00

\$53,200.00

\$3,320.00

SUBMIT

LEGEND

Manilla	Pre-filled data
Blue	Calculated cell
Salmon	Manual data entry

Reports

1.2.2	Check Register
1.2.3	Reconciliation Discrepancies
1.2.4	Cash Receipts Reconciliation
1.2.5	Posted Journal Entry
1.2.6	Subsidiary Ledger Reconciliation

1.2.2 Reconciliation System: Check Register [Date Report Ran]

3/11/2008

B	C	F	G	H
Employer ID	Employer	Amount Received	Check # Received	Date Received
00001	Employer 1	\$ 20,000.00	233	2/5/2008
00002	Employer 2	\$ 9,500.00	551	2/5/2008
00015	Employer 15	\$ 1,200.00	101	2/6/2008
00100	Employer 100	\$ 22,500.00	122	2/6/2008
	TOTAL	\$ 53,200.00		

LEGEND	
Manilla	Pre-filled data
Blue	Calculated cell

1.2.3 Reconciliation System: Discrepancy Report

3/11/2008

I	A	B	C	D	E	F	G	H	
Discrepancy	Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received	Cleared
\$ 1,320.00	02/01/08	00002	Employer 2	551	\$ 10,820.00	\$ 9,500.00	551	02/05/08	<input type="checkbox"/>
\$ 2,000.00	2/2/2008	00100	Employer 100	122	\$ 24,500.00	\$22,500	122	2/6/2008	<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>

**SUSPENSE
SCREEN**

SUBMIT

LEGEND	
Manilla	Pre-filled data
Salmon	Manual data entry

1.2.4a Reconciliation System: Cash Receipts Reconciliation [Date Report Ran]

3/11/2008

Balanced [today's date]

A	B	C	D	E	F	G	H
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received
2/1/2008	00001	Employer 1	233	\$20,000.00	\$20,000.00	233	2/5/2008
TOTALS				\$ 20,000.00	\$ 20,000.00		

Discrepancies [today's date]

A	B	C	D	E	F	G	H	I
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received	Discrepancy
2/1/2008	00002	Employer 2	551	\$10,820.00	\$9,500.00	551	2/5/2008	\$ 1,320.00
TOTALS				\$ 10,820.00	\$ 9,500.00			\$ 1,320.00

In Transit [today's date]

A	B	C	D	E
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded
2/1/2008	00002	Employer 2	232	\$5,000.00
TOTALS				\$ 5,000.00
TOTAL				35,820 (1)
				\$ 29,500.00 (2)

RECONCILIATION		
	Amount Recorded	Amount Received
Opening Balance	\$ -	\$ -
Total Amount Recorded (1)	\$ 35,820.00	
Total Amount Received (2)		\$ 29,500.00
Closing Balance	\$ 35,820.00	\$ 29,500.00
Discrepancies (3)	\$ (1,320.00)	
In Transit (4)	\$ (5,000.00)	
Balance	\$ 29,500.00	\$ 29,500.00

LEGEND	
Manilla	Pre-filled data
Blue	Calculated cell

1.2.4b Reconciliation System: Cash Receipts Reconciliation [Date Report Ran]

3/11/2008

Balanced [today's date]

A	B	C	D	E	F	G	H
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received
2/2/2008	00015	Employer 15	101	\$1,200.00	\$1,200.00	101	2/6/2008
BALANCED TOTALS				\$ 1,200.00	\$ 1,200.00		

Discrepancies [today's date]

A	B	C	D	E	F	G	H	I
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded	Amount Received	Check # Received	Date Received	Discrepancy
2/2/2008	00100	Employer 100	122	\$24,500.00	\$22,500	122	2/6/2008	\$ 2,000.00
DISCREPANCY TOTALS				\$ 24,500.00	\$ 22,500.00			\$ 2,000.00

(3)

In Transit [today's date]

A	B	C	D	E
Payroll Period MM/DD/YYYY	Employer ID #	Employer	Check or ACH # Recorded	Amount Recorded
2/2/2008	00040	Employer 40	621	\$8,000.00
TOTAL In Transit				\$ 8,000.00

(4)

TOTAL	33,700	\$ 23,700.00
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(1)

(2)

RECONCILIATION		
	Amount Recorded	Amount Received
Ending Balance 2/1/08	\$ 35,820.00	\$ 29,500.00
Total Amount Recorded 2/2 (1)	\$ 33,700.00	
Total Amount Received 2/2 (2)		\$ 23,700.00
Closing Balance	\$ 69,520.00	\$ 53,200.00
Discrepancies 2/1	\$ (1,320.00)	
In Transit 2/1	\$ (5,000.00)	
Discrepancies 2/2 (3)	\$ (2,000.00)	
In Transit 2/2 (4)	\$ (8,000.00)	
Balance	\$ 53,200.00	\$ 53,200.00

LEGEND	
Manilla	Pre-filled data
Blue	Calculated cell

1.25 Reconciliation System: Posted Journal Entries

3/11/2008

Journal Entry #	DR Account #	CR Account #	DR Amount	CR Amount	Accountant 1 ID	Accountant 2 ID	Posted
00001	Cash	ER A/R	\$20,000	\$20,000			<input type="checkbox"/>
00002	Cash	ER A/R	\$9,500	\$9,500			<input type="checkbox"/>
00003	Cash	ER A/R	\$1,200	\$1,200			<input type="checkbox"/>
00004	Cash	ER A/R	\$22,500	\$22,500			<input type="checkbox"/>

Reviewed

LEGEND	
Manilla	Pre-filled data

1.2.6 Reconciliations System: Subsidiary Ledger Reconciliations Screen

3/11/2008

		A/R Account				
Pay Date	Employer	DR	CR	Contribution Summary	Summary of CR	Discrepancy
2/1/2008	00001	\$28,000	\$30,000	\$28,000	\$28,000	
TOTAL		\$	\$	\$	\$	\$

SUBMIT

LEGEND	
Manilla	Pre-filled data
Blue	Calculated cell